2:20-CR-0213 KJM

ENDURING POWER OF ATTORNEY

This Deed of Enduring Power of Attorney is made under the Guardianship and Administration Act 1990, Part 9, on the 18 day of February, 2022, by

Donor The TRUST ENTITY: CHALONER SAINTILLUS ET.UX or any such representation using ALL CAPITAL letters,

Of the property [redacted] [2222] SW. 3rd Delray Beach, FL, [33444]

I RESCIND ANY AND ALL PREVIOUS POWERS OF ATTORNEY AND TO HEREBY NOMINATE, CONSTITUTE AND APPOINT

Donee/Attorney: Shalam C. Saintillus-Bey:

TO BE MY SOLE ATTORNEY

I **declare this power** to become effective upon the execution of this Deed and remain effective notwithstanding that I may suffer any subsequent legal incapacity and/or being under duress and I authorise my attorney to do on my behalf anything I can lawfully do by an attorney.

Donor/Principal

Signed, sealed and delivered by; Signature

:CHALONER SAINTILLUS: Date 2/18/2022

In the presence of

Name JOHN HEALY

I certify the following:

a) I explained the effect of this power of attorney to the principal before it was signed.
b) The principal appeared to understand the effect of this power of attorney.
c) I am a prescribed witness.
d) I have witnessed the signature of this power of attorney by the principal.
e) I am not an attorney under this power of attorney.

Signature: [signature]

Qualification: MINISTER OF RELIGION

Acceptance by Donee/Attorney

I accept the appointed to be the attorney under this Deed (enduring power of attorney).

Official Seal NOBLE Drew 18 ALI 65 Notary Public Marsh Haitian Association

Signed

By: Shalam C. Saintillus-Bey: 1-308; 3-402

(Attorney appointed) U.C.C. 9-102(a)(10)

TRUST ENTITY: CHALONER SAINTILLUS

Minutes

In a meeting of the General Executor and sole attorney of the Trust Entity CHALONER SAINTILLUS, held February 18, 2022, the following was decided:

Granting of Exclusive Power-of-Attorney

In order to apply the powers of the General Executor, these minutes shall act as an addendum to the Enduring Power of Attorney granting Shalom C. Saintillus (Bey) sole attorney rights dated

Full authority is provided the public representative Shalom C. Saintillus-Bey, having attained age of majority, to act to discharge/settle/resolve every day common public obligations on behalf of the Trust.

This power-of-attorney-general IN FACT, identified by the unique identification number 595641258055341009801 00, is full evidence of the Private Special Relationship Express Trust between the Trust and its public representative.

The powers conferred upon the public representative encompass all related matters and associated properties of the Trust, and at all times when engaging with any contractual matter, when necessary to express, does so solely by invoking Exclusive Jurisdiction at/in Equity.

Any legal matters, or such special other obligations which may arise during the public representative's engagement of the public at-large shall be resolved by the Exclusive Jurisdiction at/in Equity.

Said matters at/in Equity, the public representative shall inform the parties to the matter that the Trust shall discharge/settle said privately by the General Executor,

Failure of either the court or other parties to the matter attempt to obfuscate this strict obligation after said noticed, the Trust may pursue actions against the offending party at/in Equity.

If the offending party be corporate in nature and not natural, its corporate officials shall be personally named in the Equitable claim against them.

SO THESE MINUTES were resolved by unanimous vote and passed without dissent. The General Executor providing their signature as affirmation of the Trusts ascendance and approval of the minutes herein.

Dated:

NOBLE Drew A 18 IL 65 Moorish National Republic Official Seal

By: Shalom C. Sa[redacted]-Bey; 1-308; 3-402

General Executor and [redacted]ttorney

UCC 9-102(a)(10)

In the Interest of the Public
For the matter of

In re: Moorish Haitian American nation
Real Party in Interest (*jus personarum*)
RE: CHALONER SAINTILLUS
infant/minor

PLAINTIFF/
Complainant

V.

UNITED STATES OF AMERICA

DEFENDANTS/
Respondent

§ Directly and/or indirectly associated with the property of a minor/infant

§ Expressing the Trust

§ Special Deposit

Case* 2:20-cr-00213 KJM

BILL OF COMPLAINT IN EQUITY
PRESENTMENT TO VOID PROCEEDINGS AND JURISDICTION

INTRODUCTION AND BACKGROUND with Memorandum of Law (Exhibit A)

COMES NOW, Shalom C. Saintillus-Bey, a natural living man being of majority status express further status as The Principal and Beneficial Equitable Title Holder, and not an infant/minor, hereinafter "Complainant". As such I am exercising as well as retaining and reserving all rights, natural, private commercial, incorporeal or otherwise and does tender this claim and makes the claim that the tender was special deposited on the accounts receivables books of the court, via the respondent's commercial filings and/or other deposits into the courts registry, who by their own admission of the complaint showing or causing to show the existence of a qualified endorsement.

The respondent has come into this matter related to a trust in the capacity that is unsustainable, and thus is perceived as standing in its unadulterated non-immune capacity and is liable for damages incurred, assessments as well as penalties.

On its face it appears that the **Respondent's intent and purpose**, was to take up the election to **treat the within reference complaint as a draft, rather than a promise to pay**. A complaint is a promise to pay, and a draft is an order to pay, and the person holding the instrument can treat it as either. **The court converted the compliant to a draft** (a form of currency conversion). There

might be cause for one to raise and/or complain that they lack understanding, that such information is foreign to them; and it is at the time that such an individual documents their lack of knowledge, for overseeing such a matter that specifically deals with an **express trust and the estate of an infant**, which invokes exclusive jurisdiction and not concurrent jurisdiction. This court acts as an administrative venue as a result of the administrative acts and the presidential ~~proclamation~~ Executive Order 2038, 2039 and 2040 – for which the presidents of the United States have exercised "Emergency Powers Jurisdiction" continuously, from 1933 to the present, according to the Senate report on national emergencies associated with the National Emergencies Act. To insure this information is not ambiguous, nor is it foreign to government, for the Senate of the United States Congress has verified the aforementioned facts.

Equities Implied Expression of a trust.

Minor means an individual under the age of 18 years. The term minor is also used to refer to an individual who has attained the age of 18 years but has not yet taken control of the securities contained in his or her minor account.

Minor account means an account that a custodian controls on behalf of a minor, this is referred to as a resulting trust the definition of a resulting trust is: A **resulting trust** (from the Latin '*resalire*' meaning 'to jump back') is the creation of an implied **trust** by operation of **law**, where property is transferred to someone who pays nothing for it; and then is implied to have held the property for benefit of another person.

JURISDICTION AND VENUE

Jurisdiction is proper "other jurisdiction" wherein the Constitution, whereby Judicial Power, SECTION authorises such out of necessity. The judicial power shall be vested in one Supreme Court, (who may extend such powers in a Court of Appeals, in District Courts, in Country Court, in Municipal Courts), and in such other courts and may be established by positive law i.e. equity, as equity is the law, as equity is everything and law without equity **must still render equity**. Therefore, this court has the power to decree in equity upon this **Express Trust matter** in-camera/ chambers, and may enforce the Bill of Rights put forth in this bill as expressed in the Constitution.

We must remember as shall be discussed briefly in a moment, that an attorney who represents and individual who has not yet attained the age of majority, is said to represent a ward of the court. An attorney holds an administrative position as an officer of the court and as such, the attorney becomes for the ward an appointed guardian *ad litem*. **Now in proof that the trust exists**, and is for

all necessities and purposes a "RESULTING TRUST", in that upon attaining majority, the securities, assets, properties of the infant estate becomes **the rightful property of the beneficiary who has attained the age of majority**. Seeing that this is a "Resulting Trust", by operation of law and as a result of the principles of equity, and that it involves a minor and/or infant the properties of an infant, the proper jurisdiction is that of equity who has and maintains a right to such inherent jurisdiction.

RULE OF LAW

Whereby this cause, being a complaint in exclusive equity jurisdiction, (as it directly involves the property/estate/securities of an infant/minor), cites the rule of law as follows upon:

Bill of Rights
(as appropriate as I am a private citizen of the United States)

No person's (to include infants/minors) property shall be taken, damaged or destroyed for or applied to public use without adequate compensation being made, unless by the consent of such person, and, when taken, except for the use of the State, such compensation shall be first made, or secured by deposit of money.

JURISDICTION OF COURTS OVER THE ESTATES OF INFANTS

Jurisdiction over the estate of an infant is inherent in equity, but it may also be vested by administrative constitutional and administrative statutory provisions in particular courts; the administrative institution of proceedings affecting an infant's property makes the infant a ward of the court (held in trust, for such the seizure of rights and/or property could only be instituted as a result of a prior relationship i.e. a special relationship, whereby the infant/minor is the beneficiary, the state (court) the settlor and its agents and/or officers trustees, constituting a trust relationship, in equity), which has broad powers and the duty to protect his or her interests.

Courts of equity have GENERAL AND INHERENT JURISDICTION over the property of infants. Primary jurisdiction over the estate of infants may, under administrative constitutional or administrative statutory provisions, be vested in the probate, county, district, or other specific court.

The jurisdiction can be exercised only when the court has acquired jurisdiction as to the particular infant/minor or subject matter (jurisdiction over estates/trusts are exclusive in nature over which courts of equity have exclusive jurisdiction, and such matter must be heard at equity).

The commencement of a proceeding affecting the infant's property vest the court with jurisdiction over his or her estate, pursuant to which the court acts in *"loco parentis"* or as a guardian, and the infant becomes its ward. **It is the duty of the court to safeguard the infant's property interest with great care** i.e. **in trust**.

After the jurisdiction of the court has attached, either through an appearance which equates to submitting to the court's jurisdiction, and/or a plea being entered by the infant/minor, the court in its administrative capacity has broad, comprehensive and plenary powers over the estate of the infant/minor, however, courts of equity have exclusive jurisdiction over the property of the infant/minor. This court may adjudicate the rights and equities of the infant and property, yet only in equity, and it may cause to be done whatever may be necessary to preserve and protect the infant's estate which includes the property/assets of said estate. However, the exercising of such powers must be tempered with reasonable limitations, and **one major limitation is that courts of equity have exclusive jurisdiction over the property/assets of an infant**. Therefore, the court cannot act in violation of administrative constitutional or statutory limitations on its powers, or permit the impounding of the infants funds for the creation of a trust, which the court or parties have done by establishing the instant matter, and thus attempt to deprive the infant/minor of the right to the absolute enjoyment of the funds of one who has come forth now, and is **appearing at the age of majority in correction of any presumptions by previous actions or appearances in this matter**.

An infant is not competent to waive the administrative statutory requirements enacted for his or her benefit and protection, with respect to the manner in which the jurisdiction of the court may be exercised, unless and **until they attain the age of majority**, then they can either **petition for the removal of minor's disabilities** and/or **express the trust**.

JURISDICITON OF COURTS OVER ESTATES OF INFANTS/MINORS – JUDICIAL ALLOWANCE FOR SUPPORT, MAINTENANCE AND EDUCATION

Respondent(s) could not have had a valid claim against infant/minor without personal knowledge and a copy of Photo, Fingerprints, A Forced Plea, Coercion, Threats, False imprisonment, a false commercial claim is/are not considered lawful evidence and/or knowledge, because such copies are held as a forgery; evidence of involuntary servitude.

Furthermore, courts in conducting "Commercial" business of the court must give/disclose to or upon a party upon demand the bookkeeping entries (both receivables and payables) with an affidavit, and demand is hereby made for immediate production or all the evidence is hearsay

affidavit, and demand is hereby made for immediate production or all the evidence is hearsay evidence into the court. **The infant/minor having attained the age of majority hereby challenges the bookkeeping and demands the full accounting on the accounts receivables and accounts payables and all dividends, profits, rents, escrows, etc. resulting from the deposit of TRUST/ Estate of the ward/Beneficiary onto the courts accounts receivables and other general intangibles**.

Movement for Relief

Complainant is entitled to the relief of damages in equity, as 'equity must cause equity to be done'; Complainant is entitled to relief in the form of damages for the following reasons:

Respondent(s) has taken the private property of the complainant under extreme duress and threat of violence against Complainant's life, property, liberties without just compensation, without the expressed an/or written consent of Complainant. Respondent had a duty to respond to all complaints and questions because of the legal special relationship of the parties and by not responding, the Respondent is in breach of trust, because the infant estate and duty of care associated therewith/thereto is an express trust:

"Verified Memorandum of Principles of Law and Points of Authorities on Express Special Relationship Trusts"

The court and its officers are a legal title holder of not only the express trust, but also the constructive trust.

As now has been placed on the record, I share the same or similar name as the named defendant ~~in the~~ (SAINTLY) matter: "IN THE MATTER OF: ~~AN APPLICATION PURSUANT TO THE~~ Southern District of Florida; Eastern District of California and in the United States cases #: 2:20-CR-00213 KJM; 2:20-MJ-0162 JDP; 9:20-MJ-08144-DLB

However, for clarification, **I am not acting in the capacity of the defendant; I am a private citizen of the United States, holder of the office of General Executor, holder in due course and equitable title holder of the named trust.** None of this information is foreign to the court, **these matters must proceed in equity, failure and/or refusal to proceed at equity, under exclusive jurisdiction will constitute contempt of justice**.

ELEMENTS OF A TRUST:

1. Settlor/Grantor/Trustor – intended to create a trust, which is perceived by the reasonable observer, as in the case of the New Deal and the several Federal Acts and associated State regulations-
    a. The Emergency Banking Relief Act of March 9th 1933;
    b. The Social Security Act of 1934, the Trust Indenture Act;
    c. The Social Security Trust;
    d. The Treasury Trust Fund;
    e. The Public Trust and the Administration thereof;

    These are each Specific and Special RELATIONSHIP Agreements, as they are specifically designed and voluntarily submitted to as required by the 13th Amendment Authorising such;

2. Rights Must Be Identified
    a. As evidenced by Due Process of Statutory Provisions and the 14th Amendment section 1&4;
3. Identification of Beneficiary – Whom the property is held on behalf of (held in-trust);
4. Shares/Assets/Property must be Identified;
5. The Trust Must Be Workable;
6. Must have an ending, i.e. can't last forever.

All elements of a Trust Are Present – 31 CFR §§ 363.6:

Minor means an individual under the age of 18 years. The term minor is also used to refer to an individual who has attained the age of 18 years but has not yet taken control of the securities contained in his or her minor account.

Minor account means an account that a custodian controls on behalf of a minor, that is linked to the custodian's primary account. (See 31 CFR §§ 363.10 and 363.27 for more information about minor accounts.)

The Settlor is Federal Government directly and through the state and local governments (this indication is specified by the sue of the Lower Cased "state" and "government", and other proper nouns). Through various acts of Congress, and through the Age of Majority Act's.

The identity of the **Equitable Beneficial Title Holder is the Minor** both un-attained and attained, *until they control the Securities/Shares in the trusted account.*

The Trust is workable in that the Custodian/Fiduciary/Trustee/Ministerial Clerk must *hold the minor/infant account in trust* on/for the benefit/behalf of a minor/infant, that is linked to the custodian's primary account (in *most instances* the Federal and State Treasuries)..

The Trust may not last forever as it and the **duties of all parties end upon the attaining the Age of Majority**, and documenting such in a definitive manner by attaching an affidavit attesting such to his or her BIRTH CERTIFICATE. NOTE THE PRINCIPLE:

"the register of titles is authorised to receive for registration of memorials upon any outstanding certificate of an official birth certificate pertaining to a registered owner named and said certificate of title showing the date of birth of said registered owner, providing there is attached to said certificate an affidavit of an affiant who states that he/she is familiar with the facts recited, stating that the party named and said birth certificate is the same party as one of the owners name and said certificate of title, and that thereafter the register of titles shall treat registered owner as having obtained the age of majority as of the date of 18 years after the date of birth shown on said certificate"...

The aforementioned is a general court rule, meaning that it applies in principle in all birth certificate attaining related matters, and administrative proceedings. **A Power of Attorney** titled in part Shakira C. Saintillus-Bey: **power-of-attorney-general IN FACT",** 525+258055341000800 **, A PRIVATE SPECIAL RELATIONSHIP EXPRESS TRUST,** encompassing all related matters and associated properties is at issue invoking EXCLUSIVE JURISDCITION AT/IN EQUITY.

This matter does not involve a statutory and/or constitutional provision respecting a minor and/or infant, this matter exclusively and specifically involves an estate/trust and the property of an infant/minor under equitable law.

Generally, an infant may acquire property rights, but he or she is not regarded as capable of managing his or her property. Hence, the law does not entrust him or her with the custody or control of his or her estate. The reason, an infant/minor is not capable of managing his or her own property, is because they have not yet attained the age of 18 *and/or* taken control of the securities, assets, properties held in their minor account, a general principle of equitable law.

Generally, as an equitable principal, the *statute of limitations, is suspended as against infants during their disability*, or either do not begin to run against an infant until the obtaining of majority, or where infancy does not toll the statutes, the **infant is allowed a statutory period after attaining majority** to contest any adverse possessions which commence during infancy.

majority, or where infancy does not toll the statutes, the **infant is allowed a statutory period after attaining majority** to contest any adverse possessions which commence during infancy. Here, the inference is upon the infant attaining the Age of Majority, the same with respects to a minor and/or juvenile, and as noted, such a person/individual shall remain a minor and/or infant until such time as they gain control of the assets held in their minor account through equity.

With this supporting affidavit, the Complainant states that this court in good conscience and good reason shall aid the Complainant in his prayer or **show cause via facts and conclusions of equitable law** why he is not entitled to just compensation and other equitable relief to which he is entitled as equitable beneficial title holder.

Complainant prays to this court for damages in the amount as specified in the contract and the value of the full estate plus interest, for the court is under obligation in the exercise of its inherent equitable powers to do equity.

Complainant additionally prays for **an injunction to issue** against Respondent and the Attorney for an attempted taking of trust property, private information and solicitation against the Complainant where he is not entitled to act against the trust with just or any other cause, for such is construed as intermeddling with the estate of the infant/minor, for which there are strict and severe penalties.

Sources Cited:

§ 336. Damages – The power to award damages in a proper case, as a necessary incident to other purely equitable relief and in the same decree, is fully admitted, and even to award damages alone in very special cases; but the jurisdiction has been exercised with the utmost caution and reserve. See JUDICIAL INTERPRETATION OF JURISDICTION, Pomeroy, Equity Jurisprudence.

A court of equity grants the relief of compensatory damages in connection with some other specific relief, and under very peculiar circumstances it decrees the payment of damages alone. Several kinds of equitable suits are wholly pecuniary in their relief, as those for contribution and exoneration. See JUDICIAL INTERPRETATION OF JURISDICTION, Pomeroy, Equity Jurisprudence:

Maxims of Equity and Adjudication states a court of equity (§ 56) protect and enforce rights to property, the object of suits in chancery. The term "property", as used in this section, **includes the subject of exclusive individual ownership**; or, to be more specifically, includes not only lands, houses, goods and chattels, rights and credits, but, ***also, a man's person, and his wife and***

minor children, and his right to work, and to sell and acquire property, and engage in any lawful business, and his and their reputation, health and capacity to labour, and his and their right to enjoy the senses of sight, smell, hearing and taste, and his and their right of speech and locomotion, and his and their right to enjoy their sense of moral propriety when normal. As men live by their labour and property, no man is presumed to part with either without receiving or expecting an equivalent in value. Hence, whenever one person has obtained either the labour or property of another he should pay or account therefor, unless he can prove it was a gift; and so, whatever injury one person does to another's property or capacity to labour should be made good.

I declare under the laws of the STATE OF CALIFORNIA, and the United States of America that foregoing is true and correct. Executed on this 18th day of February, 2022

By: Shalan C. Saintilus-Bey 308; 3-402; 9-1026(10)

As: Complainant and equitable beneficial title holder

- with exhibits

Exhibit A

Verified Memorandum of Law and Points of Authorities on Trust

The Creation of a Trust

Cases consistent with sections stated herein:

1. The formation of a Trust is generally accomplished when one party contracts with a second for the benefit of a third party. In so doing the first party is referred to as a Trustor, a Grantor, or a Settlor (hereinafter any of the three synonymous titles may be used interchangeably and the plural means the singular and singular means the plural), the second party is referred to as the Trustee and the third party is referred to as the Beneficiary(ies) (hereinafter the singular refers to the singular and plural). American Jurisprudence (AmJur) Second Edition (2nd) explains this well and is a matter of record in accord with Federal Rules of Evidence Rule 803, "Hearsay Exception".
2. The Trustee retains control of "Legal title" to that property but typically gives up "Equitable title" and use to the Beneficiary.
3. The definition of trust can be found in The Restatement of the Law of Trust, 2nd Ed.,

> **"§2. Definitions of Trust**
>
> A trust, as the term is used in the restatement of this subject, when not qualified by the word "charitable", "resulting" or "constructive", is a fiduciary relationship with respects to property, subjecting the person by whom the title to the property is held to equitable duties to deal with the property for the benefit of another person, which arises as a result of a manifestation of an intention to create it."
>
> **"h. Elements of a trust.** As it appears in this Section, a trust involves three elements, namely (1) **a trustee**, who holds the trust property and is subject to equitable duties to deal with it for the benefit of another; (2) a **beneficiary**, to whom the trustee owes equitable duties to deal with the trust property for his benefit; (3) **trust property**, which is held by trustee for the beneficiary."

Cases consistent with this definition are cited at *Christopher v. Davis*, 284 S.W. 253 (Civ. App. 1926, writ of error refused), "If intention appears that property be held and dealt with for the benefit of another, equity affixes to it the character of a trust"; *Guest v. Guest*, 208 S.W. 547 (Civ. App. 1919), "To create an express trust in favour of one not a party to the deed, there must be an agreement existing at the time the title is acquired that it shall be held for his benefit"; *Sharon Grain Co. Farmers' Nat. Court of Follett,* 277 S.W. 449 (Civ. App. 1925); "... money or property being

vs.

delivered by one person to another for a specific purpose creates a trust, the person accepting the money becoming a trustee"; *Court of Washington v. San Benito & R.G.V. Ry. Co.*, 293 S.W. 599 (Civ. App. 1927).

Comment h. Accord: City of Austin v. Cahill, 99 Tex. 17288, S.W. 542 (1905); *Conley v. Daughters of Republic,* 106 Tex. 80, 156 S.W. 197 (1913)

A trust relationship was established upon execution of signature when the Certificate of Live Birth was executed (albeit without full knowledge) by the Trustee (parent) on behalf of the minor. Restatement of the Law on Trust 2nd Ed.:

"§3. Settlor, Trust Property, Trustee and Beneficiary

(1) The person who creates a trust is the settlor

Subsection (1). This is true though no cases have been found expressly laying down this proposition.

(2) The property held in trust is trust property

Subsection (2). This is true and self-evident though no cases have been found expressly laying down this proposition.

(3) The person holding the property in trust is the trustee.

Subsection (3). Again, this is true though no cases laying down this proposition have been found.

(4) The person for whose *benefit* property is held in trust is the beneficiary

Subsection (4). In *accord.* The beneficiary is perhaps more often called the *cestui que trust.*

4. Public Law 111-72, known as the Trust Indenture Act of 1939, sec. 303(7), states:
"the term "indenture" means any mortgage, deed of trust, trust or other indenture, similar instrument or agreement (including any supplement or amendment to the foregoing), under which securities are outstanding or are to be issued, whether or not a property, real or personal is, or is to be, pledged, mortgaged, assigned, or conveyed thereunder."

This solidifies that a mortgage or an order for custody, each a reflection of a debt, but not the debt themselves, are **not a contract or even an agreement,** but is in fact actually a **trust indenture,** and must be executed and operated within the guidelines established for the execution of trust.

5. Restatement of the Law on Trust, 2nd Ed., states:

> **"§4. Terms of Trust**
>
> The phrase, "terms of the trust" means the manifestation of intention of the settlor with respect to the trust expressed in a manner, which admits of its proof in judicial proceedings."

No case was found expressly laying down this proposition. As to the permissibility of considering extrinsic circumstances to aid in interpreting the terms of the instrument, see under §24(1).

6. The initial method of trust creation was by application through the signing and execution of the mortgage agreement/trust indenture. The Restatement of the Law of Trust, 2nd Ed., states:

> **"§17. Methods of Creating a Trust**
>
> A trust may be created by
>
> (a) A **declaration** by the owner of property that he holds it as trust for another person; or
>
> (b) A **transfer inter vivios** by the owner of property to another person as trustee for the transferor or for a third person; or
>
> (c) A **transfer by will** by the owner of property to another person as trustee for a third person; or
>
> (d) An **appointment** by one person having a power of appointment to another person, as trustee for the donee of the power or for a third person; or
>
> (e) A **promise** by one person to another person whose rights thereunder are to be held in trust for a third person."

Clause (a). In *accord.* In *Christopher v. Davis,* 284 S.W. 253, 257 (Civ. App. 1926, writ of error valid whether the creator constitutes himself or another trustee." Other examples are *Wallace v. Pruitt,* 1 Civ. App. 231, 20 S.W. 728 (1892); *Samuel v. Brooks,* 207 S.W. 626, 629 (Civ. App. 1918, writ of error refused), "Trust may be created … by a declaration which fastens a beneficial interest in or upon property and retains the legal title in the donor."

Clause (b). Examples of this method are *Monday v. Vance,* 51 S.W. 346 (Civ. App. 1899); *Parrish v Mills,* 101 Tex. 276, 106 S.W. 882 (1908).

Clause (c). Examples of this method are *Wiess v Goodhue,* 98 Tex. 274, 276, 83 S.W. 178; *Munger v. Munger,* 298 S.W. 470 (Civ. App.).

Clause (d). No case is found.

Clause (e). Examples of this method are *Jones v. Day,* 40 Civ. App. 158, 88 S.W. 424 (1905); *Warren v. Parlin – Orendorff Implement Co.,* 207 S.W. 586 (Civ. App. 1919, writ of error refused); *Costly v. Gracy,* 52 S.W. 2d 920 (Civ. App. 1932).

7. The Restatement of the Law on Trust, 2nd Ed., concerning capacity for creating a trust states:

> **Capacity of Settlor, Transfer Inter Vivos in Trust.**
> A person has capacity to create a trust by transferring property inter vivos in trust to the extent that he has capacity to transfer the property inter vivos free of trust."

Case consistent with this section are cited in *Uhlmann Grain Co. v. Wilson,* 68 S.W. 2d 281 (Civ. App. 933, writ of error dismissed), **a minor was allowed to disaffirm upon reaching majority and to recover the property**. (emphasis added)

8. In order to transfer property in trust the settlor must have demonstrated a proper manifestation to make such property transfer. The Restatement of the Law on Trust, 2nd Ed., states:

> **Requirement of Manifestation of Intent.**
> "A trust is created only if the settlor properly manifests an intention to create a trust."
> "It is **immaterial** whether or not the settlor knows that the intended relationship is called a trust, and whether or not be knows the precise characteristics of the relationship which is called a trust."
> "By manifestation of intention is meant the external expression of intention as distinguished from undisclosed intentions. Except as otherwise provided by statute, such as the Statute of Frauds (made a part hereof by reference as if fully set forth herein) or the Statue of Wills (see made a part hereof by reference as if fully set forth herein), the manifestation of intention to create a trust may be by spoken words as well as written words or by conduct;" (emphasis added)

In *accord.* The mere unexpressed intention to take, hold, or convey in trust will not be sufficient. *Johnson v. First National Court of Sulphur Springs,* 40 S.W. 334 (Civ. App. 1903). In the following cases there was no trust because there was no sufficient showing of an intention to create one: *Gaber v. Oleott,* 86 Tex. 121, 23 S.W. 985 (1893); *Batement v. Ward,* 93 S.W. 508 (Civ. App. 1906); *Hambleton v. Southwest Texas Baptist Hospital,* 172 S.W. 574 (Civ. App. 1914); *Henry v.*

Henry, 12 F. 2d 12 (5 Cir., 1926), cert. denied 273 U.S. 698, 47 S. Ct. 94, 71 L. Ed. 846. For cases in which it was held there was an intention to create a trust, see §24.

Mode of Manifestation of Intention.

(1) Except as otherwise provided by statute, the manifestation of intention to create a trust may be made by written or spoken words or by conduct.

In *accord*. Subsection (1) In order to ascertain whether there was an intention to create a trust, it is permissible to look to the surrounding circumstances, former conduct, feeling between the parties etc. *Hambelton,* supra.; *Chambers v. Brown,* 2 S.W. 518 (Tex. Sup. 1886); *McCreary v. Robinson,* 94 Tex. 221, 59 S.W. 536 (1900); *Hambelton v. Dignowity,* 196 S.W. 864 (Civ. App. 1917), wirt of error refused; *Keiser v. Moss,* 296 S.W. 963 (Civ. App. 1927); *Latham v. Jordan,* 3 S.W. 2d 555 (Civ. App. 1928), rev'd on other grounds, 17 S.W. 2d 805 (Com. App. 1929), in this case letters, account books, and court books were admitted to show the intention of the alleged settlor; *Graves v. Graves,* 232 S.W. 543 (Civ. App. 1921), writ of error refused), conduct of the parties after the alleged creation of the trust held to be relevant. But declarations of the grantor made after the conveyance upon which it is sought to engraft a trust are inadmissible, on the grounds that such statements would be in disparagement of the grantee's title, *Hambelton,* supra.

As to the **admissibility of parol evidence;**

(2) No particular form of words or conduct is necessary for the manifestation of intention to create a trust.

"No particular form of words is required to create a trust." *Christopher v. Davis,* 284 S.W. 253 (Civ. App. 1926, writ of error refused). See Vernon's ann. Civ. St. arts. 261-274, for requirement of beneficiaries' consent in assignments of the benefit of creditors.

As accommodation rights bonds were executed by the Court (via presumption of accommodation party existence), and as the Court failed, or caused to fail, in disclosure to the General Executor (Trustor/Grantor), the terms of the trust, a duplicitous scheme emerged as the manifestations of intent by the General Executor was nothing but an illusionary artifice established through a façade the Courts portrayed as a Complaint. As the smoke screen masquerading as a cause (presumed debt) had cleared, this illusionary manifestation of intent became apparent to General Executor that it was not/is not the General Executor's intent to grant, convey or give away through servitude (trust indenture) General Executor's property (bonds issued) without just consideration and compensation. For equity delights in equality.

The correlation between bank/customer during a mortgage transaction and the court/General Executor during a complaint are eerily similar. Such is the issue upon the court in this matter: presuming acquiescence of an accommodation party, using accommodation signatures to issue *cestui que* trust bonds to gain access to the General Executors *Foreign Situs* Trust for the courts personal gain without "notice to or acceptance by" or consideration for the General Executor and its beneficiaries.

Failure of the court to disclose the nature of the charges, constructive and implied contracts, each based upon court appearance (whether voluntary or forced) is sufficient evidence of barratry, fraudulent conversion, conspiracy to defraud, deception, peonage and use of (potential) labour without consideration (slavery). To inform the General Executor as to the nefarious nature of the actions of the court into the conduct of its illicit transactions is simply inconvenient and thus ignored… complicit in a similar endeavour as the banks and their illicit mortgage scheme.

9. It is the Position of Grantor/Settlor that a trust was formed and that requisite duty applies. The Restatement of the Law of Trust 2nd Ed., states:

> **"Precatory Words.**
>
> No trust is created unless the settlor manifests an intention to impose enforceable duties."

10. The Restatement of the Law of Trust 2nd Ed., concerning Effective Conveyances of Property states:

> **"Conveyance Inter Vivos to Person for His Own Benefit.**
>
> If the owner of property makes a conveyance *inter vivos* of the property to another to be held by him for his own benefit and the conveyance is not effective to transfer the property, no trust is created."

Comment (b). Vernon's Ann. Civ. St. art. 3998 provides: "No gift of any goods or chattel shall be valid unless by deed or by will, duly acknowledged or proven up and recorded, or unless actual possession shall have come to, and remained with the donee or someone claiming under him."

"does not apply to choses in action and an informal written assignment will constitute a valid gift, *Cowen v. First Nat. Court of Brownsville,* 94 Tex. 547, 63 S.W. 532, 64 S.W. 778 (1901). If the gift is ineffective or incomplete, it may be revoked by the donor. *McFerrin v. Templeman,* 102 Tex. 530, 120 S.W., 167 (1909).

The transfer of property was not effective as the Court coerced the General Executor into providing, by appearance, accommodation rights through fraudulent inception and deceit. The

perceived General Executor's manifestation of intent was not accurate, as the General Executor was PURPOSEFULLY MISLED AWAY FROM the knowledge that a trust was even being created and the General Executor's property was being CONVEYED for the benefit of another, WITH NO CONSIDERATION. Therefore, the creation of the trust was a NULLITY and a SHAM from the inception.

11. Since the trust is not irrevocable and therefore is revocable, §32 of the same Restatement of Law on Trust 2nd Ed., now made a part hereof by reference as if fully set forth herein, states:

> **"e. Reservation of power to revoke and modify.**
>
> Where the owner of property transfers it to another to be held in trust, a trust may arise at that time although by the terms of the trust the settlor reserves power to revoke the trust in whole or in part, and a power to modify the trust."

"For an effective delivery there must be an intention to deliver, and there must be acts showing an execution of that intention," *Hubbard v. Cox,* 76 Tex. 239, 13 S.W. 170 (1890), not a trust case, however, see also *Koppelmann* 94 Tex. 40, 57 S.W. 570 (1900)

This power to revoke and modify the trust indenture enables the Grantor/Settlor/Trustor (General Executor is the Grantor/Settlor/Trustor) to fully revoke or make modifications as deemed necessary.

12. A trust can be created and trustee can accept office without notice. The Restatement of the Law of Trust, states:

> **"Notice to and Acceptance by Trustee.**
>
> A trust can be created without notice to or acceptance by trustee."

"Delivery of the deed to a third person is sufficient to pass title to the trustee, and no acceptance by the trustee is necessary for the creation of the trust, *Texas Rice Land Co. v. Langham,* 193 S.W. 473 (Civ. App. 1917, writ of error refused).

Upon the execution of the trust indenture, the General Executor was unknowingly appointed as Trustee, for the purposes of being forced into peonage and bondage to labour to fulfil the fiduciary role and pay the debt incurred by the Court through the depositing of the bonds created upon the complaint. This is substantiated by the General Executor retaining legal title to the property, which is standard of a trustee.

13. A trust can be created and beneficiary can accept beneficial position without notice. The Restatement of the Law of Trust 2nd Ed., states:

> **"Notice to and Acceptance by Beneficiary.**
>
> A trust can be created without notice to or acceptance by a beneficiary."

In *accord. Wallis v. Satterfield,* 85 Tex. 301, 20 S.W. 155 (1892), the court held that a trust was valid, at least as to accepting beneficiaries even though one of the beneficiaries had no knowledge of the trust.

Upon the execution of the trust indenture, the alleged beneficiary, through the use of a power of attorney unknowingly given by General Executor, by and through forced appearance, appointed themselves the Beneficiary of the complaint, thereby seizing the General Executor of their property, without any full disclosure, compensation or consideration.

Such is the issue upon the court presuming acquiescence of an accommodation party, using accommodation signatures to issue *Cestui que* trust bonds to gain access to the General Executor s *Foreign Situs* trust for the courts personal gain without "notice to or acceptance by" or consideration for the General Executor and its beneficiaries.

14. The trust created by and through the presumption of an accommodation signature to the detriment of the General Executor, have created with the help and assistance of various other financial means and methods, an atmosphere wherein the nature of the general welfare provisions have been damaged and destroyed (by way of detainment and prison as presumed surety) and many mental, psychological and divorce issues have occurred notwithstanding other hardships not herein listed are made a part hereof by reference as if fully set forth herein. When a trust established to assist and maintain rights to "life", "liberty" and the "pursuit of happiness", becomes the instrument to their destruction it operates in the nature of a breach of trust.

Restatement of the Law of Trust 2nd Ed., states:

> **"Enforcement of Public Policy.**
>
> A trust or provision in the terms of a trust is invalid if the enforcement of the trust or provision would be against public policy, even though its performance does not involve the commission of a criminal or tortious by the trustee."
>
> **"Encouraging divorce or separation.**
>
> A trust or provision in the terms of the trust may be held invalid on the ground that its enforcement would tend to disruption of the family, by creating an improper motive for terminating the family relation."

General Executor has firsthand knowledge of the internal acts, intentional lack of disclosure and the misfeasance regarding agents of the ORIGINATING COURT, and any and all assigns and agents

thereof and thereafter regarding the promotion of divorce and separation. General Executor has been irreparably destroyed and damaged therein for life and lives in a perpetual state of sorrow because of those actions and inaction but to the full faith and credit of State of [redacted] California the United States of America for the lack of protection from a government we The People established for us and our posterity.

> **"Encouraging neglect or parental duties.**
>
> A provision in the terms of the trust may be held invalid on the ground that its enforcement would tend to encourage parents not to perform their duties toward their children."
>
> **"Disrupting other family relations.**
>
> A provision in the terms of the trust may be held on the ground that its enforcement would tend to disrupt family relations other than the relation between husband and wife and the relation between parent and child."
>
> **"Restraining marriage.**
>
> A provision in the terms of the trust may be held invalid on the ground that its enforcement would tend to restrain the marriage of the beneficiary."

General Executor has discovered the labour that has been performed, while under duress to combat meritless charges duplicity filed by financial institutions engaging in the trust fraud acts presented herein, and subsequent action by the United States . for the purposes of the creation and enforcement of a trust indenture, both in the United States and California has caused irreparable harm and destruction to General Executor 's marriage and parenting abilities. This causing General Executor damage and failing to disclose material facts relating to the irreparable harm, add another stipulation for the General Executor to utilise their innate powers to modify and/or revoke as already covered in Restatement of Law on Trust, 2nd. Ed., now made a part hereof by reference as if fully set forth herein.

15. There was trust property transferred from Grantor to a Trustee. Said property was personal property of Grantor, taken by undisclosed accommodation without signature, but merely by appearance in court, for a promise of benefit to the Beneficiary that was never fulfilled. The Restatement of the Law of Trust 2nd Ed., states:

> **"The Necessity of Trust Property.**
>
> A trust cannot be created unless there is trust property."

No case found holding a trust was not created because there was no trust property however, *City of Austin v Cahill,* 99 Tex. 172, 88 S.W. 542, 89 S.W. 552 (1905); and *Conley v. Daughters of the Republic of Texas,* 106 Tex. 156 S.W. 197 (1913) states "... there must be a conveyance or transfer to a person capable of holding it, an *object or fund* [italics theirs] transferred, and a cestui que trust or purpose to which it is to be applied. See language to the same effect in *Christopher,* supra; *Pottorff v. Staffored,* 81 S.W. 2d 539 (Civ. App. 1935); see (1936) 14 Tex. L. Rev. 280.

Contrary to popular public opinion, the ***res*** for the trust does not include the subject property at all. Instead the trust is constructed for the Court to steal the General Executor's assets within the *cestui que trust* for the purposes of stripping the Grantor of their property, money, equity and labour. The Complaint/Claim is the real instrument of value that belongs to the General Executor, converted into a security, and is then sold into private debt and equity mutual funds, as an unregistered security, creating wealth in interest and derivatives in unprecedented amounts, all for corporate greed. This entire façade was portrayed to disguise the true and undisputable facts the General Executor (having attained and Noticed age of majority) is the holder of the Claim. Additionally, in accordance with GAAP (Generally Accepted Accounting Procedures) whose sole purpose is to ensure that financial reporting is transparent and consistent from one organisation to another which is stipulated by FASB (Financial Accounting Standards Board), when the Court deposited the instruments created (bonds) upon the Claim, it presumed ownership and thus control over these assets. Without consideration to the Grantor of the asset, no such claim is legally viable. Without the establishment of this trust *ex-maleficio* to hide behind a veil or smoke screen, the Court would be forced to provide the General Executor benefit to the funds for settlement of the Claim. Payment in full, thus recognising the intent of the General Executor to remain in commercial honour.

16. Furthermore, in "The Necessity of Trust Property.", subsection a. it states;

> "It is important also to distinguish a trust from a contract creating a mere personal obligation, because of the difference in the extent of the protection which the courts afford to the interest of the beneficiary of the trust. The beneficiary of a trust has an equitable interest in the subject matter of the trust, and its proceeds if it is disposed of, which gives him priority over the claims of the general creditors of the trustee and over transferees who are not bona fide purchasers."

The Court, has created constructive and implied trusts and presumed accommodation rights to the General Executor *cestui que trust*, which were, at the time, unknown to the General Executor. However, General Executor has exercised his power to modify and revoke and thus remove the Court as Beneficiary due to the fact that the Court had no status to assume the position of caretaker over the

General Executor, presumed him to be a minor, thus ward of the state, when in fact Notice to the court had been provided of his age of majority and General Executor status over the trust/estate of the General Executor.

17. The total trust ***res*** accounting, for which the Court is responsible for, is currently unknown to General Executor. General Executor has not been made privy to the face value, interest, credit swaps, derivatives and other funds to which the complaint is connected. This lack of disclosure on the Courts behalf does not negate the future interest of which General Executor owns. The Restatement of the Law of Trust 2nd Ed., states:

    "§76. Indefinite Subject Matter.

    A trust cannot be created unless the subject matter is definite or definitely ascertainable."

Comment (b). If the subject matter of the trust is indefinite, no trust exists. *Roth v. Schroeter,* 129 S.W. 203 (Civ. App. 1910 writ of error refused). See *Sale v. World Oil Co.,* 6 F. Supp. 321 (D.C. N.D. Tex. 1933), aff'd *Humble Oil Refining Co. v. Campbell,* 69 F. 2d 667 (5Cir., 1934); and *Stith v. Moore,* 42 Civ. App. 528, 95 S.W. 587 (1906), writ of error refused).

Comment (c). The Texas cases seem contra to this proposition. Thus, in *McMurray v. Stanley,* 69 Tex. 227, 6 S.W. 412 (1887), trust property described as follows was held sufficiently definite: "... at his death (devisee) should he have any property still remaining in his possession and not disposed of or used by, the same shall be given by him to my nieces."

Accord: Haldeman v. Openheimer, 119 S.W. 1158 (Civ. App. 1909), modified, 103 Tex. 275, 126 S.W. 506 (1910); *Norton v. Smith,* 227 S.W. 542 (Civ. App. 1921), writ of error dismissed); *Arrington v. McDaniel,* 14 S.W. 2d 1009 (Com. App. 1929).

18. Both tangible and intangible Things can be held in trust. The Restatement of the Law of Trust 2nd Ed., states:

    "§82. Intangible Things.

    Interest in intangible things, if transferable, can be held in trust."

In *accord. Thompson v. Caruthers,* 92 Tex. 530, 50 S.W. 331 (1899) (promissory complaint); *Jones v. Day,* 40 Civ. App. 158, 88 S.W. 424 (1905) (promissory complaint); *Jackson v. Hughes,* 52 S.W. 2d 687 (Civ. App. 1932), judgement modified, 125 Tex. 130, 81 S.W. 2d 656 (1935) (life insurance policy), *rape v. Gardner,* 54S.W. 2d 594 (Civ. App. 1932) (life insurance policy); *Pottorff v. Stafford,* 81S.W. 2d 539 (Civ. App. 1935) (court stock).

19. The newly appointed Successor Trustee does not have to reside in the State in which the Trust is located and therefore, may be a non-resident status. The Restatement of the Law of Trust 2nd Ed., states:

> **"§94. Non-resident as Trustees.**
>
> A natural person who does not reside in the State in which a trust is created and is to be administered and in which the trust property is situated can be a trustee."

In *accord. Smith v. Allbright,* 261 S.W. 461 (Civ. App. 1924); also see *Paschal v Acklin,* 27 Tex. 173 (1863); and *Lane v. Miller &Vidor Lumber Co.,* 176 S.W. 100 (Civ. App. 1915, writ of error refused); *Fort v. First Baptist Church of Paris,* 55 S.W. 402 (Civ. App. 1899)

> **"§95. United States or State as Trustees.**
>
> The United States or a State has the capacity to take and hold property in trust, but in the absence of a statute otherwise providing the trust is unenforceable against the United States or a State."

In *Federal Trust Co. v. Brand,* 76 S.W. 2d 142 (Civ. App. 1934, writ of error refused), the State, through it Courting Commissioner, was held to be a trustee.

There is no evidence to the contrary, nor does the General Executor believe any exists to alter, negate or disavow this stipulation as applicable in the STATE OF CALIFORNIA.

20. The Trustee can be replaced. Both proper court and the General Executor (Grantor) have the contractual right to replace the Trustee or terminate this trust. The Restatement of the Law of Trust 2nd Ed., states:

> **§108. Appointment of New Trustee.**
>
> If a trust is created and there is no trustee or if the trustee, or one of several trustees failed or cause to fail in their duties to record the "Order of Settlement" and "Order of Dismissal" and "Order of Release" with full satisfaction upon the receipt of the Claim. Thus, the Trustor (General Executor) has appointed a new successor Trustee. This entire process is being conducted to ensure not only validation but enforcement too.

Haldeman, supra, "surviving trustee had the power to appoint." *Weiner v. Weiner,* 245 S.W. 474 (Civ. App. 1922), writ of error dismissed), "Executor could appoint – but only under certain circumstances"; *Johnson v Snaman,* 76 S.W. 2d 824 (Civ. App. 1934, writ of error refused), "beneficiary could appoint."

21. Upon creation of the trust, the Trustor/Grantor/Settlor (General Executor), did unknowingly grant accommodation and POA rights to the Court, unaware of what these rights would be used for. These rights were used to appoint the Court as the Beneficiary of the trust establishment, without knowledge or consent of the General Executor. The Restatement of the Law of Trust 2nd Ed., states:

> **"§112. Definite Beneficiary Necessary.**
>
> A trust is not created unless there is a beneficiary who is definitely ascertained at the time of the creation of the trust or definitely ascertainable within the period of the rule against perpetuities."

See *Kramer v. Sommers,* 93 S.W. 2d 460 (Civ. App. 1936, writ of error dismissed), "where a trust was held void because of among other reasons assigned, there was no definite designation of the beneficiaries. The trustee was given the power to "designate and appoint at any time, either before or after the death of any beneficiary hereunder as such trustee shall desire and select to take and hold all or any of such trust estate", and the power also "to expend all or any part of the trust property for the use and benefit of any beneficiary herein." See *infra* under §28.

Comment (b). See *Crosson v. Dwyer,* 9 Civ. App. 482, 30 S.W. 929 (1985, writ of error refused), "beneficiaries were described as "our children.""

Since that time, through diligent, painstaking research and man hours and from the efforts of those who have assisted, the General Executor has discovered the true nature of the Court bond transaction and the creation of this constructive trust *ex-maleficio.* General Executor, using Grantor's power to revoke and/or modify as outline in The Restatement of Law of Trust 2nd Ed., §32e. now made a part hereof as stated prior. General Executor is terminating the presumed accommodation and POA rights by the Court and any and all assigns and agents, and terminating all beneficiaries. Such modifications are/shall be available in the Public Record for viewing.

22. The Settlor can also be the Beneficiary. The Restatement of the Law of Trust 2nd Ed., states:

> **"§114. The Settlor as Beneficiary.**
>
> The Settlor of a trust may be one of the beneficiaries or the sole beneficiary of the trust."

In *accord. Monday v. Vance,* 92 Tex. 428, 49 S.W. 516 (1889), "one of several beneficiaries"; *Murphy – Bolanz Land & Loan co. v. McKibben,* 236 S.W. 78 (Comm. App. 1922), sole beneficiary; *Johnson*, supra, "sole beneficiary."

During the utilisation of the power to revoke and/or modify by the General Executor, Trustor/ Grantor/Settlor, has, after termination of previous beneficiary, filed the void appointment with the Trustor as the new Beneficiary of the Court bonds. This new appointment is/shall be registered in the public records and coincides with the General Executor 's true manifestation of intent.

23. General Executor, Trustor/Grantor/Settlor, having Noticed his majority, nullifying Court presumption of being a minor, has capacity to hold legal title to property and therefore has the capacity to be beneficiary upon property of which the Court holds. The Restatement of the Law of Trust 2nd Ed., states:

> **"§116. Capacity to be Beneficiary.**
>
> A person who has capacity to take and hold legal title to property has capacity to be the Beneficiary of a trust of such a property."

No case found in which this proposition was expressly stated, but it is undoubtedly the rule in the United States et. al. See §§117-119

24. General Executor perceived manifestation of intent to make the Court the beneficiary. This action was done through calculated deceit by and through the Court for the purpose of stealing the General Executor's property, equity, money, freedom and labour. Now that the General Executor has, through diligence, discovered this deception, General Executor, in their true and expressed manifestation of intent, terminated the Court as the previous Beneficiary and appointed themselves as Beneficiary in conjunction with The Restatement of the Law of Trust 2nd Ed., §114, now made a part hereof by reference as if fully set forth herein. The Restatement of the Law of Trust 2nd Ed., states:

> **"§127. Who are Beneficiaries.**
>
> A person is a beneficiary of a trust if the settlor manifests an intention to give him a beneficial interest, except so far as this principle is limited by the rule in Shelley's Case."

COMPLAINT: The Rule in Shelley's Case is a rule of law that may apply to certain future interests in real property and trusts created in common law jurisdictions – Moynihan, Cornelius, Introduction to the Law of Real Property, 3d Edition, West Group (St. Paul: 2002).

No known restrictions or impediments to heirs or estate passage exist; therefore, the aforesaid Rule is inapplicable to these proceedings.

25. The Restatement of the Law of Trust 2nd Ed., states:

> **"§169. Duty to Administer Trust.**

> Upon acceptance of the trust by the Trustee, he is under a duty to the beneficiary to administer the trust.

In *accord. Murchison v. Payne,* 37 Tex. 305 (1872). Also see *Bruce v. Republic Nat. Court & Trust Co.,* 74 S.W. 2d 461 (Civ. App. 1934, writ of error granted), "... it is incumbent on him (trustee) to preserve and protect the trust property for *all* beneficiaries, and to ***administer*** it strictly in compliance with the terms of the trust."; *McMullin v. Sims,* 37 S.W. 2d 141 (Com. App. 1931); *Bruce*, supra.

> **"§170. Duty of Loyalty.**
>
> (1) The trustee is under a duty to the beneficiary to administer the trust solely in the interest of the beneficiary."

Subsection (1). In *accord. Murphy – Bolanz Land,* supra; *comment (a)-(b), (e)-(f), (k)-(n) and (p)*

> (2) The trustee is dealing with the beneficiary on the trustees own account is under a duty to the beneficiary to deal fairly with him and to communicate to him all material facts in connection with the transaction which the trustee knows or should know.

Subsection (2). In *accord. Johnson v. Andrade,* 54 S.W. 2d 1029 (Civ. App. 1932, writ of error refused). Also see language in *Atlas Brick Co. v. North,* 2 S.W. 2d 980, rev'd, 13 S.W. 2d 59 (com. App. 1929); *Pershing v. Henry,* 236 S.W. 213 (1922), aff'd, 255 S.W. 382 (Com. App. 1923)

> **"§172. Duty to Keep and Render Accounts.**
>
> The Trustee is under a duty to the beneficiary to keep and render clear and accurate accounts with respect to the administration of the trust."

In *accord. White v. White,* 25 S.W. 2d 826 (Com. App. 1930), rev'd, 15 S.W. 2d 1090 (Civ. App. 1929). Also see *Alexander v. Solman*, 15 S.W. 906 (Tex. Sup. 1891); *Dodson v. Watson,* 110 Tex. 355, 220 S.W. 771, 11 *A.L.R.* 583 (Tex. Sup. 1920)

> **"§173. Duty to Furnish Information.**
>
> The trustee is under a duty to the beneficiary to give him upon his request at reasonable times complete and accurate information as to the nature and amount of the trust property, and to permit him or a person duly authorised by him to inspect the subject matter of the trust and the accounts and vouchers and other documents relating to the trust."

In *accord. Temple State court v. Mansfield,* 215 S.W. 154 (Civ. App. 1919, writ of error dismissed), "court held special deposit as trustee, and the court appointed a receiver because that court refused to give the beneficiary information concerning the fund."

> **"§176. Duty to Preserve Trust Property.**
>
> The trustee is under a duty to the beneficiary to use reasonable care and skill to preserve the trust property."

In *accord. Seawell v. Greenway Bro. & Co.,* 22 Tex. 691, 75 Am. Dec. 794 (1859), "trustee held responsible for loss of party of the trust property." Also see *Bruce*, supra, "… it is incumbent on him (trustee) to preserve and protect the trust property…"

Comment a. see §174 (comment (a) – *"Duty To Exercise Reasonable Care And Skill"*

It is the duty of the Trustee to pay the taxes on the property. *Cotton v. Rand*, 92 S.W. 266 (Civ. App. 1906, writ of error dismissed). It is the duty of the trustee to sue to recover the property, and to remove clouds on title. *Kirtey v. Spencer,* 222 S.W. 328 (Civ. App. 1920, writ of error refused). Also see, *Mathews v. Darnell,* 27 Civ. App. 181, 65, S.W. 890 (1901, writ of error denied); *Wichita Royalty Co. v. City Nat. Court of Wichita Falls,* 127 Tex. 158, 89 S.W. 2d 394 (1935).

The newly appointed successor Trustee has a duty and obligation to faithfully administer the trust and conduct all actions accordingly to the terms and conditions of the trust and with the best intentions of the General Executor as Beneficiary.

26. The beneficiary of a trust has remedy both in equity and at law. The Restatement of the Law of Trust 2nd Ed., states:

> **"§197. Nature of Remedies of Beneficiary.**
>
> Except as stated in §198, the remedies of the beneficiary against the trustee are exclusively equitable."

Although the cases recognise that matters pertaining to the execution of trust are within the equitable jurisdiction, *Powell v. Parks,* 86 S.W. 2d 725 (Com. App. 1935); *Kaufman v. Parker* 99 S.W. 2d 1074 (Civ. App. 1936); *Gamel v. Smith,* 3 Civ. App. 22, 21 S.W. 628 (1893), "the problem of this section and §198 is not important in this procedure, due to the blended system of law and equity and the availability of a jury in either.

> *Comment c.* Since an action of trespass to try title may be based on an equitable title, as well as a legal one, *Blythe v. Easterling,* 20 Tex. 565 (1851); *Lester v. Hutson,* 167 S.W. 321

(Civ.App. 1913, writ of error dismissed), there would seem to be no objection in this procedure to the beneficiary's suing the trustee in this form of action, providing the requirements of Vernon's Ann. Civ. St. Title 124 were otherwise met. See *Montgomery v. Truehart,* 146 S.W. 284 (Civ. App. 1912, writ of error refused).

"§198. Legal Remedies of Beneficiary.

(1) If the trustee is under a duty to pay money immediately and unconditionally to the beneficiary, the beneficiary can maintain an action at law against the trustee at law to enforce payment.

(2) If the trustee of a chattel is under a duty to transfer it immediately and unconditionally to the beneficiary and in breach of trust fails to transfer it, the beneficiary can maintain an action at law against him."

No case law found. See §197

§199. Equitable Remedies of Beneficiary.

The beneficiary of a trust can maintain a suit;

(a) To compel the trustee to perform his duties as trustee;

(b) To enjoin the trustee from committing a breach of trust;

(c) To compel the trustee to redress a breach of trust;

(d) To appoint a receiver to take possession of the trust property and administer the trust;

(e) To remove the trustee."

Clause (a). In *accord* with this proposition. *Nagle v. Von Rosenberg,* 55 Civ. App. 354, 119 S.W. 706 (1909); *Warren v. Parlin – Orendorff Implement Co.,* 207 S.W. 586 (Civ. App. 1918, writ of error refused); *Lipsitz v. First Nat. Corut of Gordon,* 293 S.W. 563, modified, 296 S.W. 490 (Com. App., "held in this case that if the trustee's duty were to pay over money, the beneficiaries could enforce payment"; *Midland Shoe Co. v. A.L. & K. Dry Goods Co.,* 3 S.W. 2d 475 (Civ. App. 192, writ of error refused); *Brookshire v. Wambaugh,* 9 S.W. 2d 269 (Civ. App. 1928), "in this case the trustee was compelled to pay over income". Also see *Hidalgo County Road District No. 1 v. Morey,* 74 F. 2d 101 (5 Cir., 1935); *Redding v. Redding's Executors,* 15 Tex. 249 (1855), "in this case the court compelled a partition."

Clause (b). In *accord. Weeks v. Sibley,* 269 F. 155 (D.C.N.C. Tex. 1920); *Driskill v. Boyd,* 181 S.W. 715 (Civ. App. 1915, writ of error refused). Also see, *Weiner v. Weiner*, 245 S.W. 474 (Civ. App.

1922, writ of error dismissed), "remainderman under the trust – not the beneficiary – obtained an injunction against the trustee to protect his residuary interest."; *Preston v. Walsh,* 10 F. 315 (C.C.W.D. Tex. 1882), rev'd, 109 U.S. 247, 3 S. Ct. 169, 245, 27 L. Ed. 940.

Clause (c). See §§205, 206.

Clause (d). In *accord. Temple State Court v. Mansfield,* 215 S.W. 154 (Civ. App. 1919, writ of error dismissed); *Cotton v. Rand,* 92 S.W. 266 (Civ. App. 1906, writ of error dismissed), *Driskill v. Boyd,* 181 S.W. 715 (Civ. App. 1915, writ of error refused); *Bingham v. Graham,* 220 S.W. 105 (Civ. App. 1920); *First State Court of Bellevue v. Gaines,* 121 Tex. 559, 50 S.W. 2d 774 (1932).

For cases in which a receiver was denied, see *Harris v. Hicks,* 13 Civ. App. 134. 34 S.W. 983 (1896); *Stroud Motor Mfg. Co. v. Gunzer,* 240 S.W. 644 (Civ.App. 1922).

Clause (e). See §107

The Court has been terminated by the General Executor for reasons not limited to false presumption, fraudulent misrepresentation, fraudulent inducement and deception to misconstrue Grantor's manifestation of intent. The Court has now been completely removed as Beneficiary and is required as one of its final acts as trustee of the trust to Order the unconditional release of the General Executor; and pay to the General Executor the full values of all bonds associated with this matter including, but not limited to all interest, income, derivatives and holdings purchased with trust funds. Upon completion of these duties, the Court holds no further appointment with the trust. Therefore, any action commenced by the Court against the General Executor /Grantor/Holder in Due Course:

1) presuming Defendant as a minor, a ward of the court; and
2) presuming Defendant not having Noticed said Court age of majority and ability to handle commercial affairs and remain in honour in all respects;

is void, frivolous and has no merit whether it be past, present or in the future.

27. General Executor has requested that the Court produce documentation to properly demonstrate the trust's accounts and tax filings so that settlement of these accounts and any outstanding liens can be properly closed. The Restatement of the Law of Trust 2nd Ed., states:

> **"§260. Settlement of Accounts.**
> The trustee is entitled to have the accounts of his administration of the trust examined and settled by the court."

See *Watson v. Dodson,* 143 S.W. 329 (Cv. App. 1912, writ of error dismissed); *Seawell v. Greenway Bro. & Co.,* 22 Tex. 691, 75 Am Dec. 794 (1859).

As this matter concerns the actions of a Court, and that very Court will be required to compile and provide the accounts, it is with prejudice that the accounting provided by the court will be accepted. General Executor, may, at his discretion, initiate a regulatory investigation as to the propriety of the Court in its administration of the trust with regard to the breadth, scope and tax responsibilities to which they were beholden.

28. The Restatement of the Law of Trust 2nd Ed., states:

> **"§281. Action at Law by Beneficiary.**
>
> (1) Where the trustee could maintain an action at law or suit in equity or other proceeding against a third person if the trustee held the trust property free of trust, the beneficiary cannot maintain an action at law against the third person, except as stated in subsection (2).
>
> (2) If the beneficiary is in possession of the subject matter of the trust, he can maintain such action against the third person as a person in possession is entitled to maintain."

In *Bartley v. Rhodes,* 33 S.W. 604 (Civ. App. 1895), it was held that "where persons, in consideration of the transfer to him of property held in trust for payment of claims of preferred creditors, *promises the trustee* to pay the claims, such person is liable on the promise directly to the preferred creditors

> **"§282. Action in Equity by Beneficiary.**
>
> (1) Where the trustee could maintain an action at law or suit in equity or other proceeding against a third person if the trustee held the property free of trust, the beneficiary cannot maintain a suit in equity against the third person, except as stated in subsection (2) and (3).
>
> (2) If the trustee improperly refuses or neglects to bring an action against the third person, the beneficiary can maintain a suit in equity against the trustee and the third person.
>
> (3) If the trustee cannot be subjected to the jurisdiction of the court or if there is no trustee, the beneficiary can maintain a suit in equity against the third person, if such suit is necessary to protect the interest of the beneficiary."

Subsection (1). No case found stating this proposition. However, see cases under *Subsection (2).*

Subsection (2). Where a beneficiary attempted to recover trust property from a third person ~~from a third person~~, it was held that the trustee should be made a party defendant to the suit. *De Everett v. Henry,* 67 Tex. 402, 3 S.W. 566 (1887); *Powell v. Parks,* 86 S.W. 2d 725 (Com. App. 1935). Also see *Ballard v. Anderson,* 18 Tex. 377 (1857); and *Hall v. Harris,* 11 Tex. 300 (1854), "and when the suit is *by* or against the *cestui que trust* or beneficiary, the trustees are also necessary parties."

Subsection (3). No case found.

To reiterate, the Court and all others claiming an interest or appointment in this matter have been terminated and noticed the same. The void appointments of Beneficiary and Trustee have been filled with appropriate parties that will administer the trust coinciding with the General Executor's (Trustor/Grantor/Holder in Due Course) true manifested intent.

29. A trust can be revoked. The Restatement of the Law of Trust 2nd Ed., states:

"§330. Revocation of Trust by Settlor.

(1) The settlor has power to revoke the trust if and to the extent that by the terms of the trust he reserved such a power.

(2) Excepted as stated in §§332 and 333, the settlor cannot revoke the trust if by the terms of the trust he did not reserve a power of revocation.

Subsection (1). In *West Texas Court & Trust Co. v. Matlock,* 212 S.W. 937 (Com. App. 1919), "a provision whereby the settlor reserved the power to revoke the trust if the railroad were not built within a reasonable time was held valid.

Subsection (2). In *accord. Monday v. Vance,* 92 Tex. 428, 49 S.W. 516 (1899)

Should the Court attempt to interfere, publically or privately, with the revocation and modification of the trust, the Court would have to utter and admit to forcing slavery and involuntary servitude upon General Executor for reasons now known to be false. This would be a violation of more provisions of law and equity than will be mentioned here.

30. A trust with revocable assignment can be revoked and/or modified. The Restatement of the Law of Trust 2nd Ed., states:

"§331. Modification of Trust by Settlor.

(1) The settlor has power to modify the trust if and to the extent that by the terms of the trust he reserved such a power.

(2) Except as stated in Subsection 332 and 333, the settlor cannot modify the trust if by the terms of the trust he did not reserve a power of modification."

Subsection (1). No case found.

Subsection (2). In *accord. Commissioner Internal Revenue Service v. Guitar Trust Estate,* 72 F. 2d 544 (5 Cir., 1934). Also see *Sapp v. Houston Nat. Exch. Court,* 266 S.W. 141 (Com. App. 1924), court said, "terms of trust could be made changed"; *Neblett v. Valentino,* 92 S.W. 2d 432 (Com. App. 1936).

> **"§332. Power of Revocation or Modification Omitted by Mistake.**
>
> (1) If a trust is created by written instrument and the settlor intended to reserve a power of revocation but by mistake omitted to insert in the instrument a provision reserving such a power, he can have the instrument reformed and can revoke the trust.
>
> (2) If a trust is created by a written instrument and the settlor intended to reserve a power to modify the trust but by mistake omitted to insert in the instrument a provision reserving such a power, he can have the instrument reformed and can modify the trust.

No case found.

In this matter, the Court created, by presumption and false accommodation rights, the constructive and implied contracts to which the General Executor claims as identified by the name and case number of the matter. No written expression of the trust relationship exists. This, however, neither dismisses the existence or duties and responsibilities required; nor does this hinder or prevent the abilities of the General Executor to reform or modify said trust.

> **"§333. Rescission and Reformation.**
>
> A trust can be rescinded or reformed upon the same grounds as those upon which a transfer of property not in trust can be rescinded or reformed.

Comment c. In *Caffey's Ex'rs v. Caffey,* 12 Civ. App. 616, 35 S.W. 738 (1896), it was held that a conveyance to a trustee may be set aside on the ground of fraud and duress.

In *Ebell v. Bursinger,* 70 Tex. 120, 8 S.W. 77 (1888), "the settlor sued to set aside the conveyance to the trustee on the ground of duress, but the suit was dismissed for failure to join necessary parties.

The Grantor reserved the right to revoke and/or modify at any time.

31. The Restatement of the Law of Trust 2nd Ed., states:

"§337. Consent of Beneficiaries.

(1) Except as stated in Subsection (2), if all the beneficiaries of trust consent and none of them is under an incapacity, they can compel the termination of the trust.

(2) If the continuance of the trust is necessary to carry out a material purpose of the trust, the beneficiaries cannot compel its termination."

Subsection (1). See *McNeill v. St. Aubin* 209 S.W. 781 (Civ. App. 1919), "guardian of minor beneficiaries not allowed to compel trustees to turn over corpus of the property, but court didn't discuss expressly the proposition of this section"; in *Tinsley v. Magnolia Park Co.,* 59 S.W. 629 (Civ. App. 1900, writ of error refused), the trust was held to have to have been terminated by the consent of all the beneficiaries.

There are statements in one or two cases to the effect that if the trust is an active one the beneficiaries cannot compel the termination of the trust. *Parks v. Powell,* 56 S.W. 2d 323 (Civ. App. 1932); *Lanius v. Fletcher,* 100 Tex. 550, 101 S.W. 1076 (1907); (this case is explainable under *Comment i,* however). If the trust is passive, the beneficiary may require the trustee to execute a conveyance to him and thus terminate the trust relationship. *Moore v. City of Waco,* 85 Tex. 206, 20 S.W. 61 (1892).

Subsection (2), Comment i. In *Lanus,* supra, the beneficiary, a married woman, was not allowed to terminate the trust, her husband being still alive, and the purpose of the trust being to protect the property from the control of the husband.

No such material purposes exist. The Restatement of the Law of Trust 2nd Ed., states:

"§339. Where Settlor is Sole Beneficiary.

If the settlor is the sole beneficiary of a trust and is not under incapacity, he can compel the termination of the trust, although the purposes of the trust have not been accomplished."

Consistent with this is *Guardian Trust Co. v. Studdert,* 36 S.W. 2d 578 (Civ. App. 1931), aff'd, 55 S.W. 2d 550 (Com. App. 1932)

In the event that the Court attempts to put forth claims that a material purpose of the trust still exist, General Executor, as the sole Holder in Due Course, who is not under any incapacity of any kind, can still compel the termination of the trust. Settlor hereby gives notice to the Court to distribute trust ***res*** to General Executor (Grantor/Trustor/Settlor) and documents have been or shall be registered to reflect the same all in conjunction with General Executor's final Orders to the Court to

dismiss with prejudice all matters concerning the General Executor; Order the immediate unconditional release of the General Executor; and afford the Agent on behalf of the General Executor the age of majority, private man holding office, private citizen status he is due.

NOTICE

This document is not intended to threaten, harass, intimidate, offend, conspire, blackmail, coerce, cause consternation, alarm, contempt or distress or impede any public duties. It is presented with honourable and peaceful intentions. Any affirmation contrary to the verified statement of facts will comprise your stipulations to committing a fraud upon the court.

The instant matter is definitively a matter dealing with an infant/minor/ward of the court, unless the court will state with specificity and without ambiguity that the presenter, the **real party in interest** has attained the age of majority upon their 18th birthday and is construed, recognised, present not as an administrative civil adult, but as a private man holding office, a private citizen, holder in due course, capable of managing and handling his own affairs.

Because and due to the sheer fact that this is a matter of equity, a matter of trust, a matter dealing with an infant/minor estate/property, the instant matter is neither civil administratively and/or criminal administratively but a matter of equity, without the law. As equity remains present even without law, and the court must in its inherent equity position as mandated, render equity, and it may not aid a wrongdoer under any circumstances – even if they themselves have wronged.

Should the court in its infinite wisdom through its administrative officer make the executive decision not to respond and or place evidence on the record of either infancy and/or attaining majority, it will be **deemed acquiescence** supported by the proof contained herein of the party of interest having attained the age of majority at their 18th birthday stripping the court of any presumed and/or assumed jurisdiction, making the court liable through waiver of immunity via such acquiescence. When dealing with a person attaining the age of majority facts and conclusions **have to be supported by equitable law** and not administrative law, as administrative law may not be applied to one having attained majority without their consent, as involuntary servitude is against equity and the presenter WAIVES NO RIGHTS under any circumstances, at any time, at any moment, without exception.

This instrument/documentation/evidence is hereby and herein placed on the record for a permanent memorial of the existence of an **"EXPRESS SPECIAL RELATIONSHIP TRUST",** and because

the record of the court is deemed to be public, this shall serve as publication of such existence of a trust in addition to any other prior or previous publications of such records. With a five-day moratorium and/or limitation associated and attached hereto, any and all rebuttals, responses, replies, and or objections must be in writing, with specificity supported by facts and conclusions of equitable law.

I declare under the laws of the STATE OF CALIFORNIA and the United States of America that foregoing is true and correct.

Executed this 18 day of February, 2022

By: Sheldon C. Scintilla-Key 1-308-93-7102

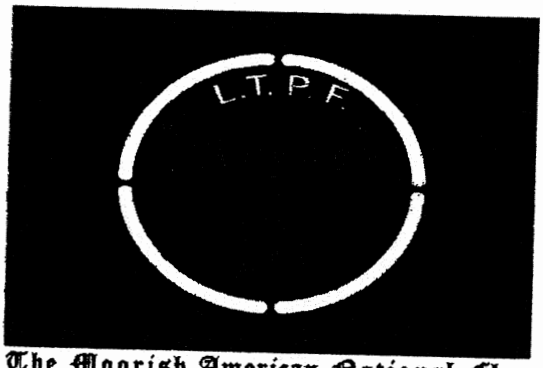
As: Complainant, General Executor, equitable beneficial entitlement holder and Holder in due course

"There Is No God But The Great God"

The Moorish American National Government

Continental American Territories

The Grand National Seal



The Moorish American National Flag

The Grand National Emblem

FROM THE OFFICES OF:

THE GRAND BODY AND EXECUTIVE RULERS

OF

THE MOORISH AMERICAN GOVERNMENT

OFFICIAL

Declaration - Proclamation

OF

The Moorish American Nation

Our Status And Jurisdiction

The Moorish American Nation. 1865 A.D.
Divine Constitution. De jure. 1928 A.D.

SHALAM 18 65 ALI OFFICIAL SEAL

Moorish-Haitian American

① 1804 When The Indigenous People, AbOriginals of Haiti Gained their Independence From The French(France) Mother-:Charitable-Montas: and Father:Luckner-Saintillus (Moorish Decedents/Haitian) Full Blood (Jus Sanguinis) Made Way To Florida.

② Who had me(Chaloner-Saintillus:) on The Soils (Jus Soli) of Magrib Amexem.(1988)

③ Haitians are Part and Parcel of The Great Morrocan Empire(Native Nation) Before European Colonization.

④ I'am Representative of The Moorish Nation, Entitlement Holder to the vast Moorish National Estate.

⑤ Morocco was The Capitol In those Times as D.C is to the United States. Our Flag(s) The Red And Green 5 Point Star in Middle. Haiti's Red/Black Flag.

⑥ We Migrated From Land of Caanan; Recieved Permission From the Pharoahs To settle on the Shores and Set-up Morocco as our Capitol. Eventually Travel Cross To The Americas/Central Americas.

⑦ This Is My Declaration-Sovereign Bond Title of My Correct and TRUE IDentification. Nationality. (Allodial title)

X:Chaloner-Saintillus:
TRUE Creditor/General Executor/Entitlement-Holder

ARTICLE 4 § 1 FULL FAITH and CREDIT

Y.O.B (Year of Birth), P.O.B (Place of Birth)
1/10/1988 Boynton Beach, FL, U.S.A
:Chalaner C. Saintillus Bey

Moorish Haitian American Nation

Petitioner,

v.

UNITED STATES OF AMERICA
UNITED STATES CONGRESS
UNITED STATES SUPREME COURT

Respondent,

Averment Of Jurisdiction

NOW COMES THE PETITIONER, THE MOORISH AMERICAN NATION et al IN PROPRIA PERSONA, SUI JURIS AND WITH CONSTITUTION DE JURE TO MOVE THIS AVERNMENT OF JURISDICTION TO THE STATUS OF THE MOORISH AMERICANS HEREBY CHALLENGE THE DEFENDANT, THE UNITED STATES, THE UNITED STATES CONGRESS, UNITED STATES SUPREME COURT, UNITED STATES COURT OF INTERNATIONAL TRADE ET AL, TO BE RECOGNIZED AS A PURE AND CLEAN NATION IS NOW THE ORDER OF TODAY'S JUDICIAL BUSINESS: THE SUPREME LAWS OF THE UNITED STATES AND ALL OTHER FREE NATIONAL GOVERNMENTS JUDICIALLY UPHOLD THERE CAN BE NO LEGAL PROCEEDING WITHOUT THE RIGHT ORDER ESTABLISHMENT OF PROPER STATUS AND APPOSITE JURISDICTION. THESE TWO PILLARS OF LAW MUST BE IN PLACE AND HAVE PRECEDENCE BEFORE THE ADJUDICATION OF ALL FORMAL MATTERS OF LAWFUL SUBSTANCE CAN BE ADDRESSED.

Cited Supreme Court Decisions:

- AMISTAD MUTINY OF 1841
- DRED SCOTT DECISION OF 1856

The uniting of this new Nation is the calling of one family, bearing their one free National Name of Moorish American, is not to be misconstrued as a Religious Organization subjected to The United States. The above-cited Supreme Court Decisions, combined with resolves as "***Elion Gonzales of Cuba vs. The Laws and Citizens of The United States***", were the lawful gnosis personifying the Supreme Issues of Status and Jurisdiction; these issues are relevant to the immediate matters of Nationality and Manumissions of the Indigenous Moorish to the Continental breast of North America.

Hear now the greatest bounds of jurisdiction empowered to the wisdom in The Supreme Court of THE UNITED STATES OF AMERICA is hereby challenged to render, in written Personam, its Constitutional Jurisdiction to govern the lost-found Indigenous Tribes of the Moorish American Nation, an estimated Sixty million Descendants. The U.S. Supreme Court in full authority to exercise the power of The United States Constitution, joined with the entire Embodiments of Congress, now have the burden of Proof to any jurisdiction to justly govern the Clean and Pure Nation of Moorish Americans present and in their Proper Person now before you.

First Amendment nor to be confused with those "Persons" denationalized in the United States Fourteenth Amendment under the ex post facto Slave Labels of Negroes, Blacks and Colored People.

When after no Jurisdiction over the Moorish Americans can be claimed and proven by the challenged United States Sovereignty or Corporate UNITED STATES Of AMERICA whether Spiritually, Ancestrally, Indigenously, Politically or Legally; then both The Lion and The Lamb are to lay together and neither will be harmed in this New Era. They are to let Peace be Still in The North American Continent and the World, now and forever.

Now, the highest Court in the UNITED STATES, being in want of said jurisdiction and therefore without power to issue an "In Personam Judgment", We, the Moorish American Vanguards, with our Seals affixed here upon, do hereby declare the autonomy of our Sovereignty, National Uprightness and Independence; Our first inaliemable Right to be Free, to be ourselves, God-like, in His Likeness and Image

MOORISH AMERICAN PRAYER

Allah
The Father of the universe,
The Father of Love, Truth, Peace, Freedom and Justice.
Allah is my protector, my guide and my salvation
By night and by day
Thru his Holy Prophet Drew Ali.
Amen.

A Holy Covenant Of The Asiatic Nations

- Ye are the children of one Father, provided for by his care; and the breast of one mother hath given you suck.
- Let the bonds of affection; therefore, unite thee with thy brothers that peace and happiness may dwell in thy father's house.
- And when ye separate in the world, remember the relation that bindeth you to love and unity; and prefer not a stranger before thy own blood.
- If thy brother is in adversity, assist him; if thy sister is in trouble, forsake her not.
- So shall the fortunes of thy father contribute to the support of his whole race; and his care be continued to you all, in your love to each other. Amen

Date: In the 122st Year AD of the Great Prophet of Ali, (from 01-08-1886 to 2008)

To: The Honorable United States Of America, Supreme Court and Congress, The International Court of Justice, all Free National Governments, Republics, Monarchies, Family of Nations, Indigenous Peoples of The Earth and the World's Sovereign Orders of The Book, e.g. Moslem, Christian, Hebrew, Hindu and Jew; and every Country, Kingdom, Ingenuous Tribe and Member of the Human Family, all Nations Et Al.

Hear Ye Now All Creatures Of Thought

Wisdom Speaks From The Highest Plane Of Spirit Life For The Redemption Of Man From His Sinful And Fallen Stage Of Humanity Back To The Highest Plane Of Life Through The:

National Mission Statement

Proclamation Of Status And Jurisdiction Of The Moorish Americans

In the course of human events The Founding Fathers of The United States brought forth on this Continent *two* new Nations. One, themselves, a conglomerate of Pale Skin Descendants from the Nations of Europe. The other Nation, a Comity of Olive Skin Nationals extracted from various Countries affixed indigenously to the North Western and South Western Shores of Africa yet latent in slavery. Now, in the plan of Universal Justice, it has become necessary for the latter, standing in their Proper Person, to proclaim their true Free National Status, thus dissolving the political bands and assumable jurisdictions of the former.

We, the Continental Natives, descendants of Moroccans from the Old Moorish Empire, whose Ancient Forefathers received permission from the Pharaohs of Ancient Kemet (Egypt) to settle and inhabit North West Africa. In those days Egypt was the Capital Empire of the Dominion and Kingdoms of Africa as Washington, DC is the Capital of the Sovereign United States today. The Illustrious Lineage of Moorish American Ancestry reveals they were the Founders and are the true possessors of the present Moroccan Empire with its dominion and habitation of kingdoms, Nations, Tribes and Families of North West and South West Africa extending across the great Atlantis even unto the present North, Central and South Americas and also Mexico and Atlantis Islands; before the great Earthquake which caused the great Atlantic Ocean. We are born in the Image and Likeness of One Omnipotent Creator, The Great God and indigenous to the Continental Lands of the Americas then subjected to the assumable jurisdictions of the various United States under Slave Labels abolished since 1865.

Proclamation Of Status

The advent of We, The Moorish Americans, was Divinely Ordained forth into rightful existence, in due time, as a Nation, by the will of the Great God at the abolishment of slavery, as ratified by the United States Congressional Thirteenth Amendment in 1865 A.D. This Congressional Manumission of the Sons and Daughters of Africa brought to light a New Nation of People upon the Earth. This New Nation of West African descendants has now come to lawfully link themselves again with the families of nations and to worship under their own vine and fig tree, which have been the inherited Birthrights of all Men through the descendent nature of their Ancient Forefathers. This is the true and inalienable inheritance to every member of the human family and nation upon the Earth. And The Moorish Americans are a part and parcel of the Human Family.

The Moorish Americans are not Negroes, Colored Folks or Black People, etc. because these Names were given to Slaves by Slaveholders in 1779 and lasted until 1865 during the time of duly constituted Slavery in the United States. But this is a new era of time now. All men now must proclaim their Free National Name to be recognized by their government and the Nations of the Earth. We hold these truths to be self-evident that man is made in the image and after the likeness of the Great God, their Creator; that no man can be Negro, Black or Colored and be attached to the human family. European Rulers gave these labels to the Moors of West Africa in a process of Denationalization. The state of the Negro leaves a people in want of national roots…

Ancient heritage and in absence of Mother and Father for which to honor. Albeit the carnal customs of man do not alter the Nature of Truth or the course of Justice. Thus the true Free Nationality of the Ex-Slaves, now arisen from the dust of North America, is Moorish American. For man alone is reposed with consciousness, endowed with wisdom and appointed with the gifts of The Understanding from His immutable treasures while being armed with resolution. The Father of Love, Truth, Peace, Freedom and Justice has graced the Moors with these latent powers, unalienable Rights and the Key of Civilization to uplift Fallen Humanity; that among these inherent rights are Belief, Faith and Fruition of Perfectness and Peace.

Although the United States has never been without some form of her Negro Slaves, the general American Public has been kept in an esoteric history about this inevitable true Proclamation of Status and the hallowed Free National Name of the Moorish American Natives. Nevertheless among her more ingenuous Citizens, the Noble History and Prophetic Return of The Moors and Truth of our existence has always been known.

The Moorish Americans, commensurable to every Nationality, have the divine and national right to be themselves; with hearts and minds pure with Love and bodies clean with water they are free. No Nation or any other living thing is free until it is of itself; unamalgamated, independent, wise and autonomous with free national standards and principles to support their unfolding generations. This is the true meaning and attainment of Freedom.

The Moorish Americans are Descendants of Moroccans, The Northwestern Capital of the Mighty Carthage/Moorish Empire (700 BC-1820 AD), the Ancient Moabites whom inhabited the North Western and South Western shores of Africa, born indigenous in the Continental lands of America. The Moorish Americans are a Clean and Pure Nation. We have naturally derived our Free National Name "Moorish" by West African descent and "American" by indigenous birth.

We now proclaim the heritage of our ancient forefathers, the ancient Moabites whom inhabited Amexem, the first true and divine name of present day Africa, with its extreme western lands of North, Central and South Americas with Atlantis and adjoining Islands. We are the true heirs of the Earth Mounds, Pyramids and 40 ton Moorish basalt Heads built and sculptured by our seafaring forefathers, founders of the first civilization in the Americas, ten to twenty thousand years ago. The ten thousand year old Skeleton discovery of an African Man named 'Kennewick Man', The Basalt Heads and Earth Mounds can be found to this day from Canada in the North, southward throughout The U.S., Mexico, Central and into South America proves our pre-American presence here. True history declares The Moorish Americans, seeds of the Ancient Canaanites from the Holy Land Of Canaan, are the original Inhabitants of all the Americas, whether by legacy or dormant conditions of servitude. No other People can rightfully make this indigenous claim, including the so-called 'Indian' Tribes that followed centuries later, save the Moorish Nations.

We proclaim Parcel in America through the blood of our forefathers that has been shed, in acquiring the independence and sustaining the prosperity and tranquility which has glorified the United States of America through all of Her wars and conflicts, defending the principles of the Republic for which She stands. The Moorish Americans, endowed by their Creator with the high Principles of Love, Truth, Peace, Freedom and Justice, are rejoining the Family of Nations upon the earth. All nations of the earth in these modern days are seeking peace, but there is but one true and divine way that peace may be obtained in these days and it is through these principles being taught universally to all nations, in all lands. Under these principles, all men are one and equal to seek their own destiny, after the Holy and Divine Laws of their Forefathers. We are the return of the Ancient Ones and we are today what our Ancient Forefathers were yesterday without doubt or contradiction.

The Moorish Americans, as a Clean and Pure Nation, descended from the inhabitants of Africa, birthplace of the human family and Torch Bearers of Civilization, do not desire to amalgamate or marry into the families of the Pale Skin Nations of Europe. Neither serve the Gods of their Religion, because our forefathers are the true and divine founders of the first Religious Creed, for the redemption and salvation of mankind on earth. Therefore, we are returning the church and Christianity back to the European Nations, as it was prepared by their forefathers for their Earthly salvation. While we, the Moorish Americans, are returning to Islamism, The Old Time Religion of Ancient Kemetian Mystery System, which was founded by our forefathers for our earthly and divine salvation. Hence, we too are seeking first The Kingdom of Heaven by honoring our Father and our Mother that our days, as a people, will be long upon the Earthland, which the Lord, the Great God, has given us. Such a covenant of endurance and prosperity can never be given to those deluding to the misnomers of Negro, Blacks and Colored People.

The new Nation of Moorish Americans is the fruition of the original 13th Amendment, with its full body of 20 Sections, repudiated by the Reconstruction Congress. Now, not to be denied. This right to proclaim their Free National Name before the constitutional folds, to be misconstrued as an act of aggression, rebellion, ne'er declaration of war against the harmony of the United States of America, its laws, citizens nor allies; in lieu of inevitable compliance with the natural laws of indigenous comity of nations all over the world, both Ancient and modern which demands all men to proclaim their nationality in order to be recognized and accepted by all other Free Nationals. We acknowledge the unavoidable destiny of our divine attainment and deliverance to be a Holy People, as undeniable and in due time.

The applications of the 14th and 15th Amendments are reconstructed and established forms of Government designed to be destructive to these ends. Six scores and ten years of enforcement of these laws lay bear an unbroken history of iron-hand oppression, which remain unchanged and proven that descendants of West Africans will never be free while woven into the fabric of European Jurisprudence which has threads of nationalism and neocolonialism.

The United States of America, with Her Great Congressional 13th Amendment of 1865, Abolished the Institution of Slavery, which in fact repealed and did rescind wholly all Slaves, Slave Masters and Slave Names of said Institution. Albeit contrived and did willfully Assumed Jurisdiction over the comatose Ex-Slaves and extended its powers, through the Clause "All Persons Born", referring solely to the reestablishing the institutions of Negro, Black, Colored Chattel and other Commercial Properties, as used in the 14th Amendment. This wrongful, willful Act intentionally abused Congressional Powers of a free National Government and alone buried the Ex-Slaves in the shallow grave of Ex Post Facto Laws of its 14th and 15th Amendments. Therefore, today the U.S. courts, through the Several Corporate States, still own and have assumable jurisdiction of all such Denationalized Persons, clearly certified by the States, at live birth as Negro, Blacks and Colored, etc.

The U.S. 14th Amendment uses the term "Person" to diffuse the "3/5 clause" of its Constitution (Art 1- Sec3) and was written strictly applicable to slaves and Ex-slaves, misnomered Negroes, Colored Folks, Black People, etc. Under Color of Law, this document gives the United States clear title and ownership to said persons, as property, and evinces Assumable Jurisdiction over the automatism of fallen humanity. The 14th Amendment was ratified in full knowledge it would perpetuate all so-called Negroes, as an undeclared and wretched People, to remain alienated and separated from the Human Family. This mandates the Ex-slaves into an unconscious act of Voluntary Enthrallment by clinging to those Names and Principles that delude to slavery. As long as the Ex-slaves accept the Slave Labels of Negro, Black and Colored People, that has been Certified upon their decree of live birth by the States wherein they were born, then they will live the life of a Slave, bearing names that delude to slavery, yet not knowing they have been Denationalized to the status of Slaves. Yet neither the United States nor any other Sovereign power has established lawful jurisdiction over the Clean and Pure Nation of Moorish Americans. Nay, neither written nor assumed nor will such jurisdiction over the subject matter be surrendered, given or hypothesized. Whereas, the above decree of Hostage Making can have no jurisdictional bearing upon the Clean and Pure Nation of Moorish Americans. The United States of America has been called forth, with its Congressional powers as handed down in the last Clauses of the Reconstruction Amendments, before the International Bar of Indigenous Peoples and League of United Nations For Human Rights, in light of the full Constitutional Body of Laws and Principles for which it stands, to answer this proper Federal Question and lawful full bodied challenge, in writing, whereas to demonstrate said Corporate UNITED STATES OF AMERICA to muster adequate adjudication to the above previously submitted National ADVERNMENT OF JURISDICTION.

The Moorish American Birthrights of Independence

The United States in her infancy bear witness that no Nation will be free to live out its Creed, personify the Grand Principles and attain unlimited capacity of development while under the yoke, laws and tyranny of another Government. Neither have the Moorish Americans been free to be themselves since their 1865 abolishment from Negro Chattel Slavery. Ney while under the Assumable Jurisdiction of the U.S. 14th and 15th Amendments of granted privileges, as Negroes, Blacks and Colored People we have been separated from the Rights guaranteed to all free National Citizens in the body of Her Constitution. Under these State Certified Slave labels we have been subjected to every form of abuse, mistreatment and degrees of genocide the citizens cared to bestow upon us.

The Moorish Americans, through Rights Of Divinity, have come forth as a clean and pure people, empowered with the inalienable birthright to be an upright, independent and fearless Nation. In accordance with the Declaration Of Human Rights, they have the Human Right to be known by one, true free national Name and by Number, with Divine Constitution de jure, officials of Government with Attaché and Ambassadors, Principles, Our Flag and Holy Book. We have the inherent Rights to lands, air and waterways originally civilized, inhabited and cultivated by our Ancient Forefathers and to insure the sanctity of our Men, Women, Children and their prosperity.

That to secure these Rights: There are Governments instituted among Men, deriving their just powers from the consent of the governed. That whenever any form of Government becomes destructive of these ends, it then becomes the just right of the people to abandon it and to institute new government, laying its foundation on the Omnipotent Principles of Love, Truth, Peace, Freedom and Justice; and organizing its powers in such form, as to them shall seem most likely to affect their safety and happiness. While man's evils to man are made sufferable, evil is not requisite to man.

And **when** a long train of abuses and usurpations, pursuing invariably the same object evinces projections, by your National Criminal Justice Commission, to disproportionately incarcerate 63% of Moorish Men between the ages of 18 and 36 by the Year 2020 with programs in place to eradicate their family structure by displacement of the Father Heads of household and by glorifying the fallen state of 8.2 million "Single Moms" among its Women; it is their Natural Right, it becomes their Duty to unfold away from such government, and to provide new guards for their future security:

When a misnomered "African American" people, amidst the "Catch and Release Systems" of Racial

Profiling, compile 20% of U.S. Travelers but form 80% of those stopped by State Action Law Enforcements; and mandatory minimums disproportionately warehouse their youths; and Death Penalties, including Federal Prisoners, are constituted by 70% staple of ex-slaves who total less than 15% of the General Population. And when all judicial convictions of so-called 'Negroes' since the Congressional ratification of the 1868 Fourteenth Amendment, with its intent to recycle slavery duly abolished by the Thirteenth Amendment, were negligent of their proper status in addition to leaving all Courts in the United States in want of jurisdiction are hereby declared ex post facto and void of judicial, civil and divine substance:

When Naturalization: The process by which a whole person, not indigenous to this land, in full consciousness of nationality by birth and descent, applies for citizenship, a choice among all free national constitutions, has been politically denied to the ex-slaves. And there has been no record documented, since the enactment of the 13th Amendment, to reflect the naturalization clause by treaty, application, nor judicial hearing, nor petition, nor declaration of allegiance in true intercourse to the indigenous Moorish American, of lawful age and be accepted, by choice, as naturalized citizens of the United States. If Italians, Greeks, English, Chinese, Japanese, Turks, Arabians and Moroccans are forced to proclaim their free national name and religion before the constitutional government of the United States of America, it is no more than right that the law should be enforced upon all American citizens alike. To be a citizen of any government, you must proclaim your National Descent Name. Because they place their trust upon issue and names formed by their forefathers. Being Negro, Colored, Black or African American, etc., are not Nationalities that bear the one free National descent Name of their the credit side of righteousness; hence in the matter of the bearers of Slave Names the standard doors of selective Citizenship are forever sealed, either by national descent, choice or naturalization. The Corporate United States has always known the psychic of so-called Colored People to be exclusively made from the soils of America but without the political bonds of free national citizens, especially in the judicial affirmation of the Dred Scott Decision:

When so-called Negroes whom have used Slave Names, not knowing these labels are unacceptable, without worth and decry muster among the realms of free nationalized citizens; making Blacks, excluding Indians not taxed, as "3/5 of all other Persons", subjected to perpetual taxation without true representation as those Members under a Free National Descent Name:

When the high diligence of honor and glory due for another siphons the contributions and accomplishments of a people then unjustly hoisted as their own; the credibility, trust and reliance are misplaced. This too is a component of iron hand oppression when placed upon a people who, within the bounds of The U. S. Fourteenth and Fifteenth Amendments, have been denied repatriated Nationhood and to personify such acts under bondage sustains Slaves that can never be greater than the Master; and the labor of all their good words, works and deeds will only glorify their owner:

When the 14th and 15th Amendments were ratified in full light of the Supreme Court's Dred Scott Decision (1856), which declared Denationalized Africans, whether a Negro Slave or freed Negro is still a Negro and can never muster the naturalized status of a United States Citizen; this decision has never been overturned, but in ex post facto concurrent tortfeasors of the subjects. This irrelevancy of whether a Negro is a slave or free is reiterated in Section Four of the Fourteenth Amendment:

When a people with over 9.6 million State Certified Professionals, four million Muslims, over eight million members of Freemasonry and other Secret Societies, numerous Celebrities of every field, over 200 Mayors and Governors, forty members of Congressional Black Caucus a host of officials, appointed Judges, a U.S. Justice here and The Hague, a People with over 90% Christian Leaders and Followers. 99.9% of descendants of ex-slaves, as denationalized commercial property, are European trained as opposed to being educated. Leadership is always disallowed amongst chattel. This is the reason they, as a People, have been forbidden to muster or sustain one leader from among themselves. Due to long standing systems of miseducation of their free status within the human family, while being shielded under the grandeur of feigned U.S. Citizenship, their nobility cannot shine through revised identifications of abolished Slave Labels. The abyss of slavery is evil and sinful when it has produced contented slaves through the ignorance of knowing they are slaves:

When we have not been able to promote, from the sons of Man, our Equal, to Sovereign Power and set as a Ruler over ourselves, for the good of our Kingdom due to feign freedom under denationalized Citizenry:

When the Peace of all societies dependeth on Justice; the Happiness of individuals, on the safe enjoyment of all their possessions, yet so-called Black "Persons" being colorable American Citizens, are they themselves possessed. The gold, silver and commerce belong to the citizens and because "all persons born or naturalized" are real property under the laws of the United States, so-called African Americans generate an annual 750 Billion Dollars as consumers yet have no true wealth and own no possessions as a people. Since it is not in the nature of chattel to also be the owner… the mass production of Negroes, Colored Folks and Black People made only in America was never designed for them to be autonomy themselves. From this die of court and State-owned Slavery

alone, they have no rights that the true Citizens are bound to respect. They will never enjoy the peace of a [illegible] while latent in the perpetual Sin of Slavery:

When, as Negroes, Blacks and Colored People have not received their Divine Rights, unmolested by [illegible] citizens, whereas they can cast a free National ballot at the polls under their free National Constitution of the [illegible] Government and not under a granted privilege, as has been the existing condition for many generations. The [illegible] privilege of the Negro Vote cannot be counted as 'One Man One Vote' while the '3/5 Clause' remains cloaked in the esoteric word 'Person' thereby rendering from a peopleless people the clandestine 'three-to-make-one' ballot at the discretion of the citizens to be cast hither thither or where ever to favor their will:

When six score and fifteen years of post Slavery and emancipation of African Nationals have not yielded their just Nationalization, Colonization, Reparations nor Self-Education but depleted for the economical, political, industrial, religious entertainment and competitive advantages of the United States, it is only befitting in the course of justice for the Moorish Americans to best honor the benevolence of that Government through a Treaty of Peace and Friendship; rather than be a census tumor on the body of that State:

When the colonies, corporations, towns, cities, homes, travel ways and means we have planted are not our own. And our subjects do not enjoy the fruits of their labor in security and no happiness is consistent with the observance of your laws; the glory of our people is not exalted to the world as products of our ingeniousness:

When the communities within the Sovereign States, where the descendants of ex-slaves reside, are baited with imported drugs, weapons and economical allurements concealed with hooks of crimes, punishment and death, while they, the Nationless ones, are neither the owners, transporters, the military nor minters of U.S. currencies and have no controlling interest in these creations. Still they net a 700% increase to U.S. Prison Industrial Plantations since 1985 Congressional Sentencing Guidelines:

When we, as free Nationals, have our leaders stifled and disallowed to call together the wise men of our people, to consult among them with freedom, and heareth the opinion of them all; no magistrates to be just nor ministers to be wise; Fathers without land, wealth nor autonomy cannot smile upon the flourishments of our arts, neither gain strength from the sciences improved beneath the culture of our hands to be inherited to our sons and daughters:

When any Government confounds the historical die of a slave-weakened people into the Maya of an illusionous 'Black History', that severs them from the worthiness of their ancient forefathers and ostracizing them from The Family of Nations and the Human Family from whence they derived:

When those who call themselves Jews, bearing no credit on the scale of nationality, receive 6.5 Billion Dollars in Reparations, with another compassionate measure of compensations to Japanese-Americans joined with sovereign powers and immunities; Yet no apology nor gratitude to those survivors of 400 years of slavery in America; the later 225 years of which were under the American flag:

When the system of Education is steeped in Euro-Nationalism and surface degrees of colour rather than character; when a Religion, forced upon Slaves during the time of Slavery, yields an observance of a God that is not our own nor graced with the Divine and National freedom of We, as a Pure and Clean People. These systems of Religion and Education are not squared to perpetuate our true Image and Likeness through adherence to our accomplishments and contributions to civilization prevalent to promote our generations:

We, therefore, the representatives of the Clean and Pure Nation of Moorish Americans, including but not exclusively to, all families and tribes of Beys, Els, Duns, Deys and Ali's, etc. in assemble of the Great Grand Body, under the Protection, Guidance and Salvation of the Great God of our Ancient Forefathers, Master of the Day of Judgment, for the resolution in the intent of our actions, do, in our Free National Name, publicly Proclaim and Declare that We are an Ordained People, and of right ought to be, Free, Upright and Independent.

The Moorish Americans as a Clean and Pure Nation have neither debts to the United States of America, her allies, enemies nor any nation neither foreign nor native. Especially to the government of the United States, We owe no obligations, economically, socially nor politically, for she is the Evergreen planted atop our shallow grave of perpetuated state of mental slavery here in the northern hemisphere. Indeed, our only atonement is to the Creator of all nations, both the lion and the lamb. For these reasons The Moorish Americans, having been forgiven for everything done wrong prior to the advent of their Founding Father, The Illustrious **Noble Drew Ali**, is hereby and henceforth a Clean and Pure Nation.

But, the United States remains greatly indebted to the Moors, with compound interest, beginning with the magnanimous financial support from our Sultan in Morocco without which the United States would not have won Her Independence, spurning America's first and oldest Treaty, through four hundred years of Slave labor, to the industrial, medical, arts and scientific contributions, which she would not exist without the generations of Moorish staple. Nevertheless The United States, in the initial post-slavery years, sustained the Ex-Slaves in state of Mental Slavery and impecunious has not made an official apology or compensatory efforts. Whereas Reparations are never

paid to Slaves, which would only perpetuate their present state of slavery, satisfactory compensation is always due to Surviving Hostages of the Nation that has endured the Maafa of African Slave Trade, Genocide, Denationalization and Apartheid. The Moorish Americans have risen from the dust and is now that especial Nation.

The time is nigh and the fires of prophecy are upon us. And according to the Divine Scheme of Human Events we are to let all old business stay as it is and do all our new business in the free National Name of Moorish American. We, the Vanguard Tribe of the Moorish hordes of America, do hereby requisition the following remedies to be legalized by the United States Supreme Court, the Executive Branch or/and an adept Special Congressional Committee, or other National or International authorized designated body to:

- Recognize the Free National Name and Number and Sovereign autonomy of the Moorish Americans as the Clean and Pure Nation with our Government, Religion, officials, flag, seals, et al in the glory of a Proper Person.
- To make into law An Agreed Seventy Year Indigenous Peoples Mandate from which to purge into realization the Clean and Pure Nation of Moorish Americans within the security of Moorish America. To acknowledge by revisions of U. S. Laws there are now and henceforth two new Nations brought forth on this Continent to live in harmony from the breast of one mother.
- To provide with the necessary credentials for recognizing our Ambassadors, Sheiks, Attaches and National Representatives; and firmly establish a perpetual communication for our securities.
- To establish a Treaty of Peace and Friendship based upon the High Principles of Love, Truth, Peace, Freedom and Justice. A perpetual Treaty with Acts to strengthen the National Securities of Friendly Americas.
- To place into law all rights of Diplomatic Immunities, International Conveyance Authorization, secured lodging and the protection to peacefully co-exist in America, in harmony with the Divine Constitution and By-Laws of Moorish America.
- An agreement to reside in certain areas and well defined territories, previously civilized and settled by The Moors of Western Africa during the pre-Columbian Millenniums to prosper unmolested within North America, as in, but not restricted to, the 36 30.
- To call aloud to the ingenious citizens of the United States, Allies and Foreign Sympathizers to help us, The Moorish American Nationals, economically, politically, socially, religiously, in our gigantic Divine and National Movement - the Uplifting of Fallen Humanity. We, as a Clean and Pure Nation, do not have enemies, foes or adversaries nor do we possess the intent to create their likes from among the Sons of Man.

With these intents, America's greatness is magnanimously assured and the Negro problem will be finally and wholly solved. Only the Moorish Americans must rightfully proclaim this as the purpose of their Divine and National Movement. Hereby notifying the true citizens of these United States of America and all nations of the earth with the following Divine Constitution and By Laws We are an organic people and declare Our Moorish American Independence that:

- **Our God is The Great God, The One Creator. Allah is this name in Arabic**
- **Our International Prayer is The Al-Fatiha**
- **Our National Prayer is the Moorish American Prayer**
- **Our Holy Prophet, Angel and Founding Father is Noble Drew Ali**
- **Our Constitution De jure is The Divine Constitution and By-Laws of Moorish America**
- **Our Principles are Love, Truth, Peace, Freedom and Justice**
- **Our Land upon the Earth shall be known as Moorish America**
- **Our Citizens are Moorish American Nationals; each bearing our one free National Name**
- **Our Government is Islamic with our Holy Koran as our Laws, Guide and Angel**
- **Our President is The Grand Sheik**
- **Our Vice President is The Assistant Grand Sheik**
- **Our Attorney General (Grand Mufti) is The Chairman**
- **Our Congressional Cabinet is A Grand Body of Grand Sheiks and Grand Governors**
- **Our Purpose is The Uplifting of fallen humanity**

- **Our Flag is Red with A Circled Scimitar and Green Star in the center**
- **Our Grand National Seal is The Logos Circle Seven**
- **Our Grand National Emblem is The Crescent Moon and Star, last Quarter**
- **Our Gross National Product is Wisdom**

All Moorish Americans need to learn to Love instead of hate and to know of their Higher Self and Lower Self. This is the uniting of Asia; The Return of the Rejected Cornerstone to the Body of the Human Family of Nations and bonding of the Great Quran of Mohammed.

Preamble Of The Divine Constitution

The Moorish Americans, As A Clean And Pure Nation Are The Personification Of Their Divine Constitution. Their Constitution, Unlike Charters Of Men, Is A Divine Covenant From Their Holy **Prophet Noble Drew Ali** Through The Guidance Of His Father God Allah. It Is The Prophesied Document Which Has Been Long Awaited In The Coming Forth By Day Of A New Nation. A People Having Been Divinely Brought With Certainty Into The "I Am" Gnosis Of Reattaching Themselves To The Human Body Family Of Nations. Through The Heritage Of Our National Descent Nature, It Is The Rightful And Lawful Proclaiming Of His And Her Free National Name. Through Our Moorish Descent And Indigenous American Status Of Live Birth We, As A People, Hereby Proclaim In One Voice Of Freedom The Birthright To Our Inherent Nationality. It Is The Affirmation Of Autonomy And Inalienable Right Of Freedom, Endowed By The Great God That Created All Men And Women; Hence It Is A "Declaration". A Declaration, Hallowed In Due Time, Sounding The Trumpet Aloud To All Nations Of The Earth, The Lion And The Lamb, Upon The Hedges And Highways, That The Moorish Americans Through Love, Truth, Peace, Freedom And Justice, Have Risen From The Dust Of Northwest America And Neither Will Be Harmed In The Horizon Of Their Coming Forth By Day. Each Living Member Of Every Family, Desiring Their Unity And Ours In This Great Purging Of Sin And Crime In North America, Is Hereby Registering Through Their Affixed Seals To This Document, Barring None Who Think Their Condition Can Be Better. Each Document, Being A Part And Parcel Of The Whole, Is Signed With The Moorish Tribal Suffix, "Bey", "El", "Dun" Or "Dey" Has Officially Attained The Long Promised Lost-Found Tribes Of "Ali" And Thereby Breaking The Old Four-Hundred Year Chain To The Slave Labels Of 'Negro', 'Black', 'Colored', 'African American' Etc. It Is The Uniting Of This Family Of Tribes, Descendants From The Shores Of Northwest And Southwest Africa, Born In The Continental Americas With Adjoining Islands, Which Constitute The Prophesied Clean And Pure Nation Of Moorish Americans. Each Seal Must Be Accompanied With The American State Certificate Of Birth Or Social Security Card Etc. Issued Through The Entitlements Of U. S. Fourteenth Amendment, To Be Exchanged For A "Moorish American Nationality And Identification Certificate Of Live Birth", To Be Valid. We, The People Of Moorish America, In Order To Unfold Into Perfection, Dependeth Upon Justice, Have Reliance Upon Allah And With A Knowledge Of History To Insure Domestic Tranquility With The Harmonies Of Life; Promote Knowledges, Wisdom And The Gifts Of Understanding And Secure The Blessings Of Freedom In Being Ourselves And Our Posterity (Descendants), Do Issue This Divine Constitution And By Laws As The Supreme Laws, Being Handed Down To The Moorish Americans Through Their Ancient Forefathers By Their Prophet **Noble Drew Ali**. May The Peace And Blessings Of Allah Be Upon Us In The Redemption Of Our Souls; May Our Words, Works And Deeds Be Forever Pleasing In His Sights In This Gigantic Manumission Returning To Our Selves In The Omnipotent Clock Of Destiny.

Salvation

Our God

Unity

The Divine Constitution
Of
Moorish America

Art 1 The Grand Sheik and the Chairman of Moorish America is in power to make law and enforce laws with the assistance of the Prophet and the Grand Body of Moorish America. The Assistant Grand Sheik is to assist the Grand Sheik in all affairs if he lives according to Love, Truth, Peace, Freedom and Justice, and it is known before the citizens of Moorish America.

By - Laws

Art 2 All meetings are to be opened and closed promptly according to the Circle Seven and Love, Truth, Peace, Freedom and Justice. Friday is our Holy Day of rest, because on a Friday the first man was formed in flesh and on a Friday the first man departed out of flesh and ascended unto his Father God Allah, for that cause Friday is the Holy Day for all Moslems all over the world.

Art 3 Love, Truth, Peace, Freedom and Justice must be proclaimed and practiced by all citizens of Moorish America. No citizen is to put in danger or accuse falsely His Brother or Sister on any occasion at all that may harm His Brother or Sister, because Allah is Love.

Art 4 All citizens must preserve these Holy and Divine laws, and all citizens must obey the laws of the Government, because by being a Moorish American, you are a part and parcel of the Government, and must live the life accordingly.

Art 5 This Nation of Moorish America is not to cause any confusion or to overthrow the Laws and Constitution of the said Government but to obey hereby.

Art 6 With us all citizens must proclaim their Nationality and we are teaching our people their Nationality and their Divine Creed that they may know that they are a part and a parcel of this said Government, and know that they are not Negroes, Colored Folks, Black People or Ethiopians, because these names were given to slaves by slave holders in 1779 and lasted until 1865 during the time of slavery, but this is a New Era of time now, and all men now must proclaim their free National Name to be recognized by the government in which they live and the nations of the earth, this is the reason why Allah, the Great God of the universe, ordained **Noble Drew Ali**, The Prophet, to redeem His people from their sinful ways. The Moorish Americans are the descendants of the ancient Moabites whom inhabited the North Western and South Western shores of Africa.

Art 7 All citizens must promptly attend their meetings and become a part and a partial of all uplifting acts of Moorish America. Moorish Americans must pay their dues and keep in line with all necessities of Moorish America, then you are entitled to the name of, "Faithful". Husband, you must support your wife and children; wife you must obey your husband and take care of your children and look after the duties of your household. Sons and daughters must obey father and mother and be industrious and become a part of the uplifting of fallen humanity. All Moorish Americans must keep their hearts and minds pure with love, and their bodies clean with water. This Divine Covenant is from your Holy Prophet **Noble Drew Ali**, thru the guidance of His Father God Allah.

Noble Drew Ali, Founding Avatar and Framer Of The Divine Constitution

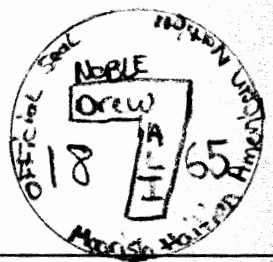
In the Name of the Great God, Father of the Universe. the Father of Love, Truth, Peace, Freedom and Justice.

The True Divine and National Movement
Of
North America

From The Tribes, Families And Lineages Of One Free Moorish American Nation Comes Forth A Citizenry Of Tribal Beys, Els, Ali, Duns, Deys, Zulu, Washitahs, and Nuwabians Et Al. We Stand As The Vanguards, Executive Rulers And Official Representatives, Deriving Our Just Powers, In Due Time, From The Great God Of Our Ancient Forefathers, The Inherent And Divine Autonomies To Link Ourselves With The Families Of Nations. Hereunto Stand Declared And Hereby Affix Our Seals Proclaiming Ourselves As One Nation, Bearing One Free National Name.

Signers and Framers of
The Proclamation of Status and Jurisdiction
Of the Moorish Americans,

In Propria Persona, Sui Juris



NAME	Y.O.B	P.O.B. IN U. S. A. TERRITORIES	SIGNATURE
Shalom C. Saint Wo-Bey	01/10/1938	Boynton Beach, FL	Shalom C. Saint Wo-Bey

60,000,000 Moorish American Nationals alive in The occupied Americas and Adjoining Islands
Are Free To sign here, In Propria Persona, Sui Juris,

Registered here are the embryonic forerunners Living Family Heads and members, appearing In Propria Persona, Sui Juris proclaiming their one Free National Status of Moorish American nationality before their Government; that they can be recognized by the nations of the earth. They had proclaimed via Moorish Tribal Name, year of free born birth and original State Territories of said Birth; originally Certified Under The de facto Jurisdiction Of The United States.